RESIDENT RESIDENCY AGREEMENT

Juniper Glen Alzheimer's Special Care Center

JULY 2024

Amherst, NY

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Juniper Glen Alzheimer's Special Care Center
(716) 568-2099

This agreement is made between Amherst Care Group, LLC, doing business as Juniper Glen (the "Operator"), _____ (the "Resident" or "You"), _____ (the "Resident's Responsible Party, POA or Legal Representative) is designated by the Resident as their authorized and/or legal representative for the purpose of this Agreement.

The Operator is licensed by the New York State Department of Health to operate Juniper Glen Alzheimer's Special Care Center (hereinafter referred to as the "Facility") at 8820 Transit Road, East Amherst, New York 14051 as an Adult Home and Assisted Living Residence, with additional certification as an Enhanced Assisted Living Residence and Special Needs Assisted Living Residence.

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

1. HOUSING ACCOMMODATION

Beginning on _____ (beginning date of residency), the Operator shall provide housing accommodations and services to the Resident, subject to the other terms, limitations and conditions contained in this Agreement. The Agreement will remain in effect until amended (subject to written notice to You) or terminated by the parties in accordance with the provisions of this Agreement.

A. You may occupy and use your room as a residential living space, subject to the terms of this Agreement. Refer to Addendum M.
B. You will be provided with the opportunity to use the general-purpose rooms at the Facility including rooms such as the activity rooms, lounges, and living rooms. This will be for at least ten (10) hours per day, between the hours of 9:00am and 8:00pm.
   - Unrestricted access to at least one general purpose room is accessible twenty-four (24) hours per day, seven (7) days a week.
C. Attached as Exhibit 6 and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Facility in Your apartment/room.

2. ADMISSION FEE:

Upon the parties signing this Agreement, and prior to the date of residency, the Resident shall pay a $_____ non-refundable admission fee (the "Community Fee"). This Community Fee is a one-time fee that the Facility may charge at the time of admission. The Facility admission criteria includes a diagnosis of Alzheimer's disease or other dementia.

3. MONTHLY FEES:

All fees and charges are due the 1st of the month. (A monthly itemized statement will be issued by the Facility). Please see the care schedule and fees (attached as Exhibit 1 and Exhibit 2). All fees and charges must be paid by an automated clearing house (ACH) process, check or money order to Juniper Glen at 8820 Transit Road, East Amherst, NY 14051.

The Resident, Responsible Party, and/or POA/Legal Representative agree that the Resident will pay, and the Operator agrees to accept the following payment in full satisfaction of the monthly fees as described in the Agreement.

Fees are determined by a comprehensive assessment by a licensed representative of the Community, in consultation with Your physician, during the following events: prior to move-in; whenever there are significant changes in Your needs; upon Your physician's request; and every 6 months after your move-in. If the comprehensive assessment indicates that you require services in excess of the basic personal care level, You will be placed in the appropriate Tier for your level of care and you will be required to pay the associated additional fees (See exhibit 1).

A late charge of $35.00 will be assessed on accounts not paid in full by the tenth (10^{th}) of the month provided, however, that the Resident, Responsible Party and/or POA/Legal Representative, if any, shall have the right to contest that there has been late payment or that such sums are actually due under this Agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties.

In the event the Resident, Responsible Party and/or POA/Legal Representative, as applicable, is no longer able to pay for services provided for in this Agreement or for additional services or care needed by the Resident, the Operator may issue a notice of termination, as more fully described in Section 15.

Supplemental Fees: A Supplemental Fee is a fee for service, care and/or amenities that is in addition to those monthly fees included in the Agreement. See Exhibit 1 and Exhibit 2 for a list of those fees. Any charges by the Facility, whether a part of the monthly fees, Community Fee, or Supplemental Fee shall be made only for services and/or supplies that are supplied to the Resident. Any additional fee must be at the Resident's option.

You acknowledge that, in some cases, the Agreement permits the Facility to charge additional fees without the express written approval of the Resident.

4. RATE ADJUSTMENTS:

Attached as Exhibit 1 and Exhibit 2 and made a part of this Agreement is a rate or fee schedule, covering both the monthly fees and any Supplemental Fee, for services, supplies and/or amenities provided to You, with a detailed explanation of which services, supplies and/or amenities are covered by such rates or fees.

A. You have the right to written notice of any proposed increase of the monthly fee or any Supplemental Fee 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 C, D, and E below.

B. The Community Fee is a one-time fee.

C. If You, the Responsible Party and/or POA/Legal Representative agree in writing through an amendment to this agreement, to an increase in levels of care, services and/or supplies, due to Your need for additional levels of care, services and/or supplies from the Facility, the Operator may increase Your rate or fee upon less than forty-five (45) days written notice.

D. If the Facility provides additional care, services and/or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the monthly fee or Supplemental Fee upon less than forty-five (45) days written Notice.

E. 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/or food supplied during such emergency.

5. ITEMS FURNISHED INCLUDE:

A. A standard full-size bed, mattress, pillow, chair, table, lamp, lockable storage, dresser and closet space for resident clothing, hinged entry door and window coverings. Residents may bring their own furniture subject to space and safety.

B. Each Resident shall be supplied with: two sheets, pillows, pillowcases, one or more blankets, bedspread, towels and washcloths, hand soap, toilet tissue. Bed Linens, blankets, spreads and towels shall be clean and washable, free from rips and tears, and available when changes are necessary.

C. Dining areas will be furnished with dining tables and chairs.

D. Living room, sitting rooms, lounges and recreations areas shall be furnished with tables, chairs, lighting fixtures and other equipment appropriate to the size and function of the area.

E. The food preparation and service shall be provided with sufficient and suitable space and equipment to maintain efficient and sanitary operation of all required functions.

F. Utilities including: lights, water and heat. Each unit is wired for a telephone & cable. If The Resident wishes to utilize this, The Resident or family is responsible for contacting the telephone and/or cable company to initiate service. There is a phone available for residents to use upon request.

G. Attached in Exhibit 5 and made part of this agreement is an Inventory of furnishings, appliances and other items supplied by you in your apartment/room. Such exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.).

6. SERVICES INCLUDED IN YOUR MONTHLY FEE:

A. A complete change of bed lines, towels and washcloths shall be provided to each Resident weekly or more if needed.

B. Personal washable clothing will be laundered weekly or more if needed.

C. Weekly room light cleaning, may include dusting, vacuuming, sanitation of bathroom, etc.

D. Supervision on a twenty-four (24) hour basis: The Facility will provide appropriate staff on-site to provide supervision services in accordance with the 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.

E. Three (3) nutritional meals per day are served in the dining room. Additional snacks will be served three times throughout the day between mealtimes. The following modified diets will be available to You if ordered by your physician and included in Your Individualized Service Plan:

REGULAR DIET: Nutritionally adequate according to the Recommended Dietary Allowances of approximately 2000-2500 calories, 4-5 grams sodium, 50-60% of calories carbohydrate, 15-30% of calories protein (80-90 gm protein), and 30-35% of calories fat per day. No foods are restricted. Nutrition for other diets on this list is equivalent or varies as stated.

MECHANICAL SOFT DIET (DYSPHAGIA ADVANCED – LEVEL 3): The Dysphagia Advanced Mechanical Soft Diet should be individualized for tolerance of mixed textures, according to the resident's ability to chew and swallow.

SOFT & BITE-SIZED (SB6): This modification is used in the dietary management of dysphagia with food texture described as soft, tender, and moist foods with no separate thin liquids.

PUREE (DYSPHAGIA PUREED - LEVEL 1): The Dysphagia Pureed Diet is used for people who have severe chewing and/or swallowing problems. All foods are pureed to a smooth consistency, eliminating the whole chewing phase. This diet should be individualized or adjusted to the tolerance of the resident through a team approach, which may include a physician, speech-language pathologist, speech therapist, a registered dietitian, and a nurse. Puree all foods to the consistency of smooth, moist mashed potatoes or pudding-like consistency (using an appropriate recipe).

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

- Regular dining hours are 7am-7pm
- Food and beverage are readily available outside of dining hours from 7pm – 7am, by request made to staff.

F. Activities and social programs to meet the physical, social, emotional and spiritual needs of the Residents. A monthly calendar will be posted in a common area of the community.

G. Case Management: The Facility will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of the Resident's needs and interests, information and referral, and coordination with available resources to best address the Resident's identified needs and interests.

H. Personal Care: The facility will provide a minimum of three and three-quarter (3.75) hours per week of personal care services including:

- Wellness checks such as weight and blood pressure monitoring; and
- Basic assistance with personal care including assistance with bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), feeding, medication acquisition, storage and disposal, assistance with self-administration of medication.

I. Development of Individualized Service Plan (including ongoing review and revision as necessary) will be developed to address the Resident's needs and will be updated every six (6) months or whenever there is a change in the Resident's health.

7. ADMISSION AND RETENTION CRITERIA FOR AN ASSISTED LIVING RESIDENCE

A. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Facility shall not admit any Resident if the Facility 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 Facility shall not admit any Resident in need of twenty-four (24) hour skilled nursing care. The Facility shall not exclude an individual on the basis of an individual's mobility impairment and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with federal, state and local laws.

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

C. The Facility has conducted such evaluation of Resident and has determined that Resident is appropriate for admission to this Facility, and that the Facility is able to meet the care needs within the scope of services authorized under the law and within the scope of services determined necessary for the Resident under the Resident's Individualized Services Plan.

D. If Resident is being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.

E. All Residents are admitted to a Special Needs Assisted Living Residence; accordingly, the "Special Needs Assisted Living Residence Addendum" will apply.

F. If You are residing in a basic Special Needs Assisted Living Residence and Your care needs subsequently change in the future to the point that You require Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in the basic Special Needs Assisted Living Residence. If this occurs, the Facility may take the appropriate action to terminate this Agreement, pursuant to Section 15 of the Agreement. However, since the Facility also has an approved Enhanced Assisted Living Certificate for all licensed beds, if it is able and willing to meet Your Enhanced Assisted Living Care needs, You may be eligible for continued residence at the Facility.

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

i. chronically require the physical assistance of another person in order to walk; or

ii. chronically require the physical assistance of another person to climb or descend stairs; or

iii. are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or

iv. have chronic unmanaged urinary or bowel incontinence.

H. 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 twenty-four (24) hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

8. LICENSURE/CERTIFICATION STATUS:

A listing of all providers offering home care or personal services under an arrangement with the Facility, and a description of the licensure or certification status of each provider is set forth in Exhibit 14 of this Agreement. Such Exhibit will be updated as frequently as necessary.

9. ROOM CHANGES:

The Facility reserves the right to change room assignments if the needs of the Resident can be best met in another area of the Facility. Any such changes will be made with notification and sensitivity to family input and preferences.

10. VISITATION:

The Facility has an open visitation policy. Visitors will be required to abide by all Facility policies. Additionally, the Facility reserves the right to limit and/or prohibit visitation when the Facility has reason to believe that such action is necessary to protect the residents' rights. The Facility may lock the exterior entrances during non-business hours. In the event the doors are locked, visitors should ring the doorbell. Visitors will be required to sign in and out per Resident Rules Exhibit (Identification may be required).

11. RESIDENT'S RIGHTS AND RESPONSIBILITIES:

A. Resident Rights. The Resident and/or their Responsible Party or POA/Legal Representative, acknowledges that he/she has been provided with a list of the Resident's Rights (Exhibit 3), and that a representative of the Facility has explained these rights to the Resident and/or their Responsible Party, prior to, or upon admission. Additionally, this List will be posted in a readily

visible common area of The Facility. The Facility agrees to treat you in accordance with such Statement of Resident Rights and Responsibilities.

B. Disclosure Statement. The Operator is disclosing information as required under Public Health Law Section 4658(3). Such disclosures are contained in Exhibit 7, which is attached to and made part of this agreement.

C. Non-Discrimination. The Facility will not discriminate and will comply with all applicable state and federal laws with respect to age, race, color, national origin, religion, sex, etc.

D. Resident Handbook. The Resident and/or their responsible party, acknowledges that he/she has been provided a Resident Handbook containing the Facility's general policies, and that a representative of the Facility has explained these policies prior to or upon admission. Except in emergencies, the Facility will give thirty (30) days advance written notice of any changes. The Resident and/or their Responsible Party, agree to abide by and observe the Facility's policies and rules. However, the rules will be reasonable -- if you wish to suggest changes, or you have a related grievance, please notify the administrator in writing.

E. Resident Information. The Resident and/or their Responsible Party, authorize the Facility to release Resident information to the Resident's primary and/or attending physicians, emergency medical personnel, and independent care providers (home health providers, private aides, etc.). Additionally, the Facility is authorized to release resident information, as appropriate and/or required by law, to government agencies, ombudsmen, legal representatives, conservators, spouses, and attorneys in fact (i.e., Power of Attorney).

F. Resident/Responsible Party Responsibilities. Resident, Resident Representative, or POA/Legal Representative to the extent specified in this Agreement, are responsible for the following:

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

12. RESIDENT'S PERSONAL PROPERTY AND VALUABLES:

The Resident has the right to have and use personal property, space permitting, provided that it does not endanger the health or safety of others. However, the Facility will not be responsible for loss or damage to Resident's personal property, including cash resources, furnishing, and valuables (including, but not limited to, important documents, jewelry, eyeglasses, hearing aids, false teeth, and items with sentimental value), except to the extent such loss or damage is caused by the Facility's negligence. Residents and families are encouraged to leave valuables and jewelry at home, and to maintain insurance to cover loss or damage to personal property in the Facility. The Facility does not allow weaponry including firearms in the building.

The Facility does not assume management responsibility over the Resident's funds; the Facility will not maintain such funds in a fiduciary capacity to the Resident.

The Facility does not allow the Resident or Responsible Party to voluntarily transfer money, property or things of value to the Facility.

If, upon admission or any other time, the Resident wishes to place property of things of value (not money or personal allowance funds) in the Facility's custody and the Facility agrees to accept the responsibility of such custody, the Facility must enumerate the items so placed and attach to this agreement a listing of such items. Such listing is attached as Exhibit 8 of this Agreement.

Personal Allowance Accounts: This community is a private pay community and is unable to admit a resident who requires Supplemental Security Income (SSI) or Safety Net Assistance (SNA) assistance.

13. TIPPING:

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

14. LIABILITY FOR DAMAGE TO THE FACILITY:

Resident agrees to reimburse the Facility for the full cost of repair of any damage to the Facility's property beyond ordinary wear and tear. Residents have the right to contest any charges or that the damage was done by them.

15. TERMINATION OF AGREEMENT AND REFUNDS:

A. Termination by Resident. The Resident may terminate this Agreement in any of the following ways:

1. By mutual agreement between You and the Operator;
2. Upon thirty (30) days' notice from You or Your Responsible Party, POA/Legal Representative to the Operator of Your intention to terminate the agreement and leave the Facility;
3. Upon thirty (30) days written notice from the Operator to You, Your Responsible Party, POA/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 a Residency Agreement is permitted only for the reasons listed below, and then only if the Facility initiates a court proceeding and the court rules in favor of the Facility.

B. Termination by Facility (Thirty (30) days' notice required). The grounds upon which involuntary termination may occur:

1. The Resident requires continual medical or nursing care which the Facility is not permitted by law or regulation to provide;
2. If Resident behavior poses imminent risk of death or imminent risk of serious physical harm to self or others;
3. The Resident or Responsible Party or POA/Legal Representative 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 Resident has agreed to pay under the Agreement. If failure to make timely payments resulted from an interruption in Resident receipt of any public benefit to which the Resident is entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty (30) day period of notice of termination assists Resident in

obtaining such public benefits or other available supplemental public benefits. Resident agrees to cooperate with such efforts by the Operator to obtain such benefits.

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

C. Notice of Termination. If the Operator decides to terminate the Residency agreement for any of the reasons stated above, the Operator will give You notice of termination and discharge, which must be at least thirty (30) days after delivery of notice, the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by the 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 Facility must assist You if the Facility proposes to transfer or discharge You to the extent necessary to assure, whenever practicable, Your placement in a care setting which is adequate, appropriate, and consistent with Your wishes.

D. Transfer. Notwithstanding the above, an Operator may seek appropriate evaluation and assistance and may arrange for Resident transfer to an appropriate and safe location, prior to termination of a Residency Agreement and without thirty (30) days' notice or court review, for the following reasons:

a. When Resident develops a communicable disease medical or mental condition, or sustains an injury such that continual skilled medical or nursing services are required;
b. In the event that the Resident's behavior poses an imminent risk of death or serious physical injury to him/herself or others; or
c. 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 Facility to other facilities or is making other provisions for the Residents' continued safety and care.

If you are transferred, in order to terminate the Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section 15-B of this Agreement, except that the written notice of termination must be hand delivered to the Resident at the location to which Resident has 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 services upon a natural person. If the basis for the transfer permitted under parts 1 & 2 of this Section no longer exists, the Resident is deemed appropriate for placement in the Facility and if the Residency Agreement is still in effect, the Resident must be readmitted.

E. Refunds/Return of Resident Monies and Property. Upon termination of this agreement or at the time of Resident discharge, but in no case more than three (3) business days after Resident leaves the Facility, the Facility must provide Resident or Responsible Party or POA/Legal Representative with a final written statement of Resident payment and personal allowance accounts at the Facility. The Facility must also return at the time of Resident discharge, but in no case more than three (3) business days, any of Resident property and money which comes into the possession of the Facility after Resident discharge. The Facility must refund on the basis or a per diem proration any advance payment(s) which You have made. If Resident dies, the Facility must turn over Resident property to the legally authorized representative of the Resident estate. If You die without a will and the whereabouts of Your next of kin is unknown, the Facility shall contact the Surrogate's Court of the County wherein the Facility is located in order to determine what should be done with the property of Your estate.

F. Bed Hold/Bed Reservation. The Facility agrees to reserve a residential space as specified in Section 1 above in the event of Your absence. The charge for this reservation is a continuation of the basic monthly rate. If you are absent from the facility for medical reasons for more than fourteen (14) consecutive days, you will receive a credit toward the basic monthly rate other than housing accommodations and basic services. The basic length of time the space will be reserved is thirty (30) days unless You, with the Facility's agreement, decide to continue to reserve the bed and continue to pay the basic monthly rate for longer than thirty (30) days. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section 15 of this agreement. You may choose to terminate this agreement rather than reserve such space but must provide the Facility with any required notice.

16. GRIEVANCES:

The Facility's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Facility's operations and programs are attached as Exhibit 4 and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Facility. The Facility agrees that the Residents may organize and maintain councils or such other self-governing body as the Residents may choose. The Facility agrees to address any complaints, problems, issues or suggestions reported by the Resident's Organization and to provide a written report to the Resident's 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 Resident complaints in order to assist in the protection and exercise of Resident rights.

17. INDEMNIFICATION:

You agree to indemnify, hold harmless, and defend the Operator, Facility, and their respective owners, directors, managers, officers, employees and agents from and against any and all losses, claims, liabilities, damages, costs, and expenses, including reasonable attorneys' fees and costs (collectively, "Losses"), suffered or incurred by any of the foregoing and arising out of or resulting from the actions, negligence, or omissions of you, the Resident of the Community, or by your guest(s), responsible party, power of attorney, and/or legal representative (each a "Resident's Guest"), including but not limited to personal injury, illness, or property damage. In addition, you are required, and must cause each Resident's Guest, to comply with all of the rules, regulations, and policies of the Community.

18. SEVERABILITY:

The provisions of this Agreement shall be severable and if any phrase, clause, sentence, or provision of this Agreement or its application is held to be invalid or unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect.

19. ACCESS TO RECORDS:

I acknowledge that the Department of Health has the authority to examine my records as part of the facility evaluation and compliance.

20. MISCELLANEOUS PROVISIONS:

A. This Agreement constitutes the entire Agreement of the parties.
B. 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 regulations shall be null and void.
C. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Facility from the date of executions until three years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.
D. Waiver by the parties of any provision in this Agreement which is required by statute or regulations shall be null and void.

My signature herein indicates I have received, read, understand and agree to the provisions of this Agreement. I have also received and understand the Resident's Bill of Rights and Resident Handbook.

Resident _____ Date _____

Responsible Party _____ Date _____

Legal Representative _____ Date _____

Operator Representative _____ Date _____

Personal Guarantee of Payment

Per regulation at Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xvii), the Operator cannot mandate that a resident or other person agree to a guarantor of payment as a condition of admission unless the Operator has reasonably determined on a case-by-case basis, that the prospective resident would lack either the current capacity to manage financial affairs and/or the financial means to assure payments due under this Residency Agreement.

_____, personally, guarantees payment of charges for Your Basic Rate.

_____ personally, guarantees payment of charges for the following services, materials, or equipment, provide to You, that are not covered by the Basic Rate: ***Insert the services, materials, or equipment not covered in the Basic Rate for which the Guarantor is responsible.***

_____ _____

Date Guarantor's Signature

_____

Guarantor's Name (Print)

Guarantor of Payment of Public Funds

If You have a signatory to this Agreement besides Yourself and that signatory controls all or a portion of Your public funds (SSI, Safety Net, Social Security, Other), and if that signatory does not choose to have such public funds delivered directly to the Operator, then the signatory hereby agrees that he/she will personally guarantee continuity of payment of the Basic Rate and any agreed upon charges above and beyond the Basic Rate from either Your Personal Funds (other than Your Personal Needs Allowance), or SSI, Safety Net, Social Security or other public benefits, to meet Your obligations under this Agreement.

_____ _____

Date Guarantor's Signature

_____

Guarantor's Name (Print)

EXHIBIT 1

SCHEDULE OF MONTHLY FEES

Monthly Fees
Tiered Fees are determined by a comprehensive assessment by a licensed representative of the Community, in consultation with Your physician, during the following events: prior to move-in; whenever there are significant changes in Your needs; upon Your physician's request; and every six (6) months after your move-in. If the comprehensive assessment indicates that you require services in excess of the basic personal care level, You will be placed in the appropriate Tier for your level of care and you will be required to pay the associated additional fees, as follows:

All residents receive Basic Services in addition to their Housing Accommodations as part of their Basic Rate. Basic Services include reminders (e.g., meals, showers, etc.); wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), meal assistance, medication acquisition, storage and disposal, and assistance with self- administration of medication.

As an Adult Living Resident, you will be provided a minimum of three and three-quarter (3.75) hours per week of Personal care, as outlined above.
Juniper Glen uses tiered fee arrangements which are personalized based on resident needs. (see Assessment tool)

SHRD - $5500 **(Approx. 192 sq.ft)** - **Semi-Private** - $6600 **(Approx. 252 sq.ft.)** - **Private** - $7600 **(Approx. 274 sq.ft)** - **Luxury Private** - $8000 **(Approx. 384 sq. ft.)**

SNARL –

Level 1 - $900 – All Services provided in the basic services rate, plus (See SNARL Exhibits 10 & 11)
Resident requiring physical assistance of 1 care staff for ADL's (dressing, bathing, grooming, toileting, etc.) See exhibit 11 under Staffing section.

Level 2 - $1800 - All Services provided in the basic services rate, Level 1, plus (See SNARL Exhibits 10 & 11)
Resident requiring physical assistance of 2 care staff for ADL's (dressing, bathing, toileting). See exhibit 11 under Staffing section.

EARL -
Level 1 - $1000 – (See EARL Exhibits 12 & 13)

Special Needs Assisted Living
Because all individuals admitted to the Facility require Special Needs Assisted Living services, such services are included in the monthly rates listed above. Further information about the Special Needs Assisted Living services offered at the Facility is set forth in Exhibits 10 and 11 of this Agreement.

Enhanced Assisted Living
Enhanced Assisted Living care is available to Residents whose care needs can only be provided subject to the Facility's Enhanced Assisted Living Residence certification. Further information about the specific Enhanced Assisted Living care services offered at the Facility is set forth in Exhibits 12 and 13 of this Agreement. While the Resident's care needs determine eligibility for Enhanced Assisted Living services, as with other personal care services, the specific services required by an Enhanced Assisted Living Resident are assigned points in the

Resident assessment process, and the total number of points determines the Resident's specific level of care and corresponding monthly fees.

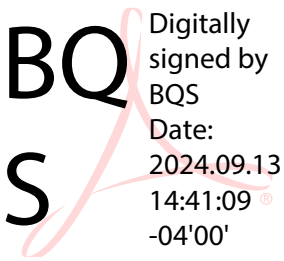

EXHIBIT 2

SUPPLEMENTAL FEES

Incontinent Product Charges
(Includes depends, wipes, gloves, barrier cream)
Must be provided by family. Should resident run out of supplies, community will provide needed product out their emergency supplies and bill the family the associated cost of the product.

Personal Toilet Articles
These are provided unless a special brand is requested then the below charge would apply.
(Shampoo, conditioner, toothpaste, toothbrush, hairbrush, comb, soap/body wash, lotion, etc.)
$5.00 per article

There is a fee for Disposal of Items left in room after vacated and will be determined based on time and labor.

Guest Meals
$10 per meal

Key Copies
$10 per key

Bed Hold Credit (Begins on day 15 of being out of community.
$35 per day

Beauty Salon bills family direct

Phone and Cable services are arranged by family and billed directly to families.

EXHIBIT 3

RESIDENT RIGHTS

RIGHTS 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;

(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;

(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; AND

(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 THE RESIDENT SHALL NOT BE CONSIDERED A FEE INCREASE PURSUANT TO THIS PARAGRAPH; AND

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

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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.

CONTACT INFORMATION

New York State Department of Health
Hotline: 1-866-893-6772

New York State Long-Term Care Ombudsman
1-855-582-6769

EXHIBIT 4

GRIEVANCES

It is the policy of the Facility that Residents can voice grievances directly through employees, through their representative, or anonymously by writing their grievance and placing it in the secured "Compliments/Concerns" box located in the lobby. Facility staff will give prompt and considerate attention to all concerns from residents and their families. Reporting back on anonymous grievances will be addressed via resident council and through its written minutes.

The Facility has established a Grievance Committee for the review, investigation, and disposition of grievances by residents. The Grievance Committee is comprised of residents, responsible parties, staff or outside representatives in a ratio of not more than one (1) staff member to every two (2) residents, responsible parties, or outside representatives.

The Facility and/or Sunshine Retirement Living (the Facility's management company) will periodically send out satisfaction surveys and will look forward to our families and resident's comments and responses. We also provide resident and family council.

Concerns and their follow-up will be documented and logged. Concerns of any level can also be directly addressed with the Administrator. The Facility's goal for resolution of a concern is within 48 hours of a presented concern. If residents or their representatives are not satisfied with the response to their concern or feel their Resident Rights have been violated, they may contact any of their local advocacy agencies (Ombudsman, Area Agency on Aging, Adult Protective Services, State Licensing, etc.).

If the resident or representative would feel more comfortable sharing their feedback with someone outside of the facility, they are able to call the corporate office for assistance. They can call 1-877-448-5754. They can also send a letter to the corporate office at:

Sunshine Retirement Living
1080 SW Mt. Bachelor Dr., Suite 200
Bend, OR 97702

If they feel more comfortable sharing their feedback with someone outside of the facility or the corporation, they may contact their area Ombudsman office.

A resident or an interested party may file a complaint at any time with the New York Long-Term Care Ombudsman concerning their belief that abuse, neglect or misappropriation of a resident's property has occurred at this facility.

New York State Long-Term Care Ombudsman
1-855-582-6769
New York State Department of Health Hotline
1-866-893-6772

EXHIBIT 5

FURNISHINGS/APPLIANCES PROVIDED BY RESIDENT

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

☐ Bed

☐ Nightstand

☐ Drawer

☐ Chair

☐ Bed Linen

☐ Pillow

☐ Bedspread

☐ Bath Linens

☐ Wastebasket

☐ Couch

☐ Easy Chair

☐ Table

☐ Other: _____

☐ Other: _____

Residents are **NOT ALLOWED** to bring the items below:

Incense	Candles	Hot Plate
Outlet Adapters	Heating Pads/Blankets	Potpourri Burners/Scented Plug Ins
Popcorn Maker	Frayed Cords	Large Refrigerators
Deep Fryers	Toaster Ovens	Electric Skillets/Fryers
Keurig	Flammable Liquids	Firearms/Weapons
Grills	Space Heaters	Oil Lamps
Heating Elements	Narcotics/Illegal Drugs	Lamps w/out proper shades

EXHIBIT 6

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

A standard full-size bed, mattress, pillow, chair, table, lamp, lockable storage, dresser and closet space for resident clothing, hinged lockable entry door and window coverings. Residents may bring their own furniture subject to space and safety. In the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy.

Each Resident shall be supplied with: two sheets, pillows, pillowcases, one or more blankets, bedspread, towels and washcloths, hand soap, toilet tissue. Bed Linens, blankets, spreads and towels shall be clean and washable, free from rips and tears, and available when changes are necessary.

EXHIBIT 7

DISCLOSURE STATEMENT

Amherst Care Group, LLC (the "Operator") doing business as Juniper Glen Alzheimer's Special Care Center (the "Facility"), 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 16 of this Agreement.

2. The Operator is licensed by the New York State Department of Health to operate the Facility located at 8820 Transit Road, East Amherst, NY 14051 an Assisted Living Residence as well as an Adult Home.

3. The Operator is also certified to operate at this location as Special Needs Assisted Living Residence and Enhanced 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 Facility and to receive either Special Needs Assisted Living Services and Enhanced Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

4. The Facility is currently approved to provide:

    a. Special Needs Assisted Living services for up to a maximum of 66 persons.
    b. Enhanced Assisted Living services for up to a maximum of 66 persons.

5. Below is a list of the needs/conditions that the Facility is able to serve and accommodate under its Special Needs Assisted Living Certification:

    a. See SNALR Exhibits 10 & 11

6. Below is a list of the needs/conditions that the Facility is able to serve and accommodate under its Enhanced Assisted Living Certification:

    a. See EALR Exhibit 12 & 13.

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

8. **It is important to note that the Facility is currently approved to accommodate within The Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the numbers of person 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 considered into the Enhanced Assisted Living. However, if, such units are at capacity and there are no vacancies, the Facility 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 within this residence, it may be necessary for You to change your room, unit, or apartment within the residence.

Following is a list of other health related licensure or certification status of The Operator or others providing services at The Facility: *None.*

9. The owner of the real property upon which Juniper Glen Alzheimer's Special Care Center is located is Amherst Care Group, LLC at 1080 Mount Bachelor Dr., Suite 200, Bend, OR 97702. The following individual is authorized to accept personal service on behalf of such real property owner: National Registered Agents, Inc., 28 Liberty Street, New York, NY 10005.

10. The operator of the Facility is Amherst Care Group, LLC at 1080 Mount Bachelor Dr., Suite 200, Bend, OR 97702. The following individual is authorized to accept person service on behalf of such operator: National Registered Agents, Inc., 28 Liberty Street, New York, NY 10005.

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

    _There is no interest. _____

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

    _There is no interest. _____

13. Residents have the ability to receive services from service providers with whom the Facility does not have an arrangement.

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

15. The Facility accepts only private pay funds for monthly fees and services. Public funds or private insurance may be used for payment for supportive services, home health services, including but not limited to the availability of Medicare coverage of home health services or the Resident can visit the government website at www.cms.hhs.gov.

16. 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.

17. 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. 1-844-527-5509 is the Local LTCOP telephone number. The NYSLTCOP web site is: www.ltcombudsman.ny.gov.

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EXHIBIT 8

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

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

Adult Care Facility Inventory of Resident Property

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

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

DOH-5194 (DSS-3027) (Revised 7/78, 6/14, 10/15, 12/15)

EXHIBIT 9

FACILITY SPECIFIC RULES FOR RESIDENCE

The rules listed below are given for your information and we hope the rules will help make the stay of all residents a little more enjoyable. Please feel free to ask if you have questions or need further information.

1. VISITING HOURS: All visitors will be asked to sign in and out upon entering and leaving the facility. After hours (5:00 p.m. to 8:00 a.m.), please use the doorbell located just adjacent to the front door.

2. VISITORS: No age restriction. Children under the age of 18 should not be left unattended at any time.

3. PETS: We allow pets to visit. Dogs need to be on a leash during their visit. All pets should be in the direct supervision of an adult, who is not the resident, at all times.

4. SMOKING: No smoking is allowed inside the facility at any time. Designated smoking areas are available for visitors.

5. CLOTHING: Personal clothing will be provided by the resident, family member or responsible party. **All clothing must be labeled prior to being brought to the facility**. The facility provides weekly laundry service at no additional cost.

6. MEDICATIONS: All medications (prescription and non-prescription) will be labeled, packaged and prepared in accordance with facility policy and state regulations. They must be brought to the community in their original containers. **Medications brought in pill boxes cannot be accepted by the facility.**

7. FOOD PRODUCTS: Food products may be brought in by families for individual residents. All food products need to be in a sealed container, labeled with the resident's name and dated. Staff will dispose of food products not stored in a sealed container. **Due to altered diets of some residents, foods must not be given to other residents without consent of the facility.**

8. ADMISSIONS, DISCHARGES & TRANSFERS: All admissions, discharges and transfers will be in accordance with state regulations and facility policies and/or admission agreement.

9. CHANGE OF ADDRESS: Family member(s) and/or Responsible Party will notify the Administrator or the Business Office Manager immediately with changes of address and/or phone numbers of all parties listed for notification.

10. PUBLIC RESTROOM: The public restroom is located in the front lobby. Visitors should use the public restroom instead of the residents' bathrooms.

11. PRIVACY & CONFIDENTIALITY: The privacy of each resident must be respected. Visitors are not to read resident-specific information (charts, documents, etc.) unless you have specific authorization to do so. For confidentiality purposes, please refrain from asking staff about other resident's personal information.

12. LEAVE OF ABSENCE: A resident may leave the facility ONLY with his/her family member, responsible party or an individual designated by the POA or Legal Representative. Residents must be signed out when leaving. POA's or Legal Representatives will need to provide a list of friends and family authorized to take the resident out of the facility.

13. USE OF TELEPHONE: Residents will have access to phones. Incoming calls may be received by residents. There is a phone available for Residents to use upon request.

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EXHIBIT 10

SPECIAL NEEDS ASSISTED LIVING RESIDENCE ADDENDUM

This is an addendum to a Residency Agreement made between Amherst Care Group, LLC ("Operator") doing business as Juniper Glen Alzheimer's Special Care Center and _____ , ("Resident"), _____ ("Responsible Party") and _____ ("POA or 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 for the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Agreement between the parties.

I. Special Needs Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at Juniper Glen Alzheimer's Special Care Center (the "Facility") located at: 8820 Transit Road, East Amherst, NY 14051

II. Request for Acceptance of Admission

The Resident or The Resident's Responsible Party or POA/Legal Representative have requested that the Resident become a Resident at the Facility and the Facility has accepted such request.

III. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as Exhibit 10 and made part of this Agreement is a written description of:

- Specialized services to be provided in the Special Needs Residence
- Admission and Retention Policies
- Staffing levels
- Staff education and training and work experience, and professional affiliations or special characteristics relevant to serving persons with specific special needs; and
- 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 Representative)

Dated: _____ _____
(Signature of Resident Legal Representative)

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

EXHIBIT 11

SPECIAL NEEDS ASSISTED LIVING RESIDENCE (SNALR)

Admission/Retention

1. Juniper Glen Alzheimer's Special Care Center will not admit or retain any person who:

a. Is in need of continual medical or nursing care or supervision;
b. Resident in need of 24-hour skilled nursing care.
c. Suffers from a serious and persistent mental disability sufficient to warrant placement in a residential facility;
d. Requires health or mental health services that are not available or cannot be provided safely and effectively by local service agencies or providers;
e. Causes, or is likely to cause, danger to themselves or others
f. Repeatedly behaves in a manner that is unstable and which requires continual skilled observation and accurate recording of such observations for the purposes of reporting to the resident's physician;
g. Refused or is unable to comply with prescribed treatment program;
h. Is chronically bedfast;
i. Is chronically unable to transfer, or requires physical assistance of another person to transfer; (resident will require transfer to EALR)
j. Chronically requires the physical assistance of another person in order to walk, or climb/descend stairs, unless assigned on a floor with ground-level egress; (resident will require transfer to EALR)
k. Has chronic unmanaged urinary or bowel incontinence; (resident will require transfer to EALR)
l. Suffers from a communicable disease or other health condition that continues to be a danger to other residents and associates;
m. Is dependent on medical equipment as explained in Public Health Law Article 49-b;
n. Engages in alcohol or drug use which results in aggressive or destructive behavior; or
o. Is under eighteen (18) years of age.
p. Is no longer able to accept direction or cueing from associates.
q. Any resident requiring mechanical lifts or use of Hoyer. Community is not licensed to provide this service.
r. Resident is unable to move in Wheelchair or bed independently and requires a turning and/or repositioning schedule by one to two (1-2) caregivers.
s. Engages in unwanted touching of others and/or inappropriate sexual behavior, disrobing in inappropriate places.
t. The Resident repeatedly behaves in a manner that directly impairs their well-being, their care or safety of self or any other Resident, or which substantially interferes with the orderly operation of Juniper Glen.

2. Prior to admission, the resident must:

a. Submit to the required pre-admission evaluation utilizing the Personal Data and Resident Evaluation Form (Department From 4397), conducted by the Health Services Director, within thirty (30) days prior to admission and supply all necessary information for the Community to determine if the individual is appropriate for admission to the Community, and at what level.
b. Provide the Community with a Medical Evaluation (Department Form 3122). The medication evaluation must have been completed within thirty (30) days prior to the date of admission and whenever a change in condition warrants, but no less than once every twelve (12) months. The

evaluation must include a statement as to whether the resident is medically and mentally suited for care in the SNALR, where applicable, and must be signed by the physician. The evaluation will include:

i. The date of the examination, significant medical history and current conditions, known allergies, prescribed medication regimen, including the information on the resident's ability to self-administer medications, recommendations for diet, exercise, recreations, frequency of medical examinations, cognitive and mental health status, and assistance needed with activities of daily living.
ii. A statement that the resident is or is not medically suited for care in the Special Needs Assisted Living Residence or Enhanced Assisted Living Residence.
iii. A statement that the resident is or is not mentally suited for care in the Special Needs Assisted Living Residence.
iv. A statement that the resident is or is not in need of long-term medical or nursing care supervision, which would require placement in a hospital or nursing home.
v. A statement that the resident is or is not in need of twenty-four-hour skilled nursing care.

c. A written Individualized Service Plan (ISP) will be developed for each Resident by the Health Services Director, along with the Resident, Resident's responsible party/legal representative. The initial Individualized Service Plan will be developed in conjunction with the Resident's physician and such consultation will be documented on the ISP. The ISP will be developed within thirty (30) days of admission and will include the services to be provided and by whom. The ISP will be reviewed and revised every six (6) months and whenever ordered by the resident's physician or upon significant change to the resident.
d. Executes a Department approved Residency Agreement and acknowledge receipt of the Disclosure Statement, NYS DOH Consumer Information Guide and all exhibits.

3. In addition to #2 above, prior to admission to the SNALR, the following requirements must be met:
   a. An interview conducted by the Health Services Director with the resident, resident's responsible party/legal representative, will take place to:
      i. Include an explanation of the conditions of residency including, but not limited to, the Residency Agreement, resident rights and responsibilities, and the adult home rules and regulations.
      ii. Ascertain that the adult home can:
         1. Meet the physical needs and personal care needs of the resident, including dietary needs occasioned by cultural or religious practice or preference or medical prescription.
         2. Meet the psycho-social needs of the resident.
         3. The interview must be summarized in writing, including the date of the interview and identification of those present.
   b. A mental health evaluation if a proposed resident has a known history of Chronic mental disability, or the medical evaluation or resident interview suggests the existence of such a disability. The evaluation must be a written and signed report from a psychiatrist, physician, registered nurse, certified psychologist or certified social worker who has experience in the assessment and treatment of mental illness, which includes:
      i. A significant mental health history and current conditions;
      ii. A statement that the resident is mentally suited for care in the adult home
      iii. A statement that the resident does not need placement in a hospital or residential treatment facility;
      iv. A dated statement indicating that the person signing the report has conducted a face-to-face examination of the resident dated within thirty (30) days prior to admission.
      v. A completed and approved functional assessment that includes:
         1. Personal activities of daily living

2. Instrumental activities of daily living
3. Sensory impairments
4. Behavioral characteristics
5. Daily habits

4. Prior to move-in to SNALR, the resident/responsible party/legal representative will receive copies of:
    a. The Residency Agreement
    b. Copy of Resident Rights
    c. Program rules relating to resident activities, office and visiting hours and other pertinent information concerning the operation of the program.
    d. Long-Term Ombudsman Program fact sheet
    e. Listing of legal services or advocacy agencies that are available
    f. Upon request the resident/responsible party/legal representative will have the opportunity to review the most recent inspection report issued by the department.
        i. If the resident is sight-impaired, hearing-impaired, or otherwise unable to comprehend English or printed matter, the community will arrange for the transmission of these documents in a manner that is comprehensible to the resident.

Staffing

Staffing levels will be maintained according to all applicable laws and regulations. Nurses will be scheduled to be on-site for as often as necessary to meet the needs of the SNALR residents. Pursuant to the acuity of the residents, nurses and PCAs will be staffed twenty-four (24) hours per day. There is a comprehensive activities program with activity staff that plans and conducts meaningful programs aimed at keeping all residents engaged while living in the Facility.

Staffing levels may vary depending on census and acuity.

1st shift (6a-2p): 1 Med Tech, 1 LPN,
1 Health Service Director/1 Health Service Coordinator (Monday-Friday) 9a-2p
4 Caregivers for every 11-12 residents
(RN/LPN on-call 24/7)

2nd shift (2p-10p):1 Med Tech, 1 LPN
1 Health Service Director/1 Health Service Coordinator (Monday-Friday) 2p-5p
4 Caregivers for every 11-12 residents
(RN/LPN on-call 24/7)

3rd shift (10p-6a):1 Med Tech
3 Caregivers for every 15-16 residents
(RN/LPN on-call 24/7)

Staff Education and Training

Each one of the Facility's personal care aides and nurses receive comprehensive training on cognitive impairment and mental illness training. This training consists of:

- Overview of cognitive impairment, mental illness, Alzheimer's disease and related dementias
- Stages of Alzheimer's disease
- Differing dementia from other conditions
- Meaningful programming and activities
- Challenging behaviors

- Special care needs of Residents with dementia
- End of life care needs
- Creating meaning for families and caregivers

Environmental Modifications

Special Needs Assisted Living residents will reside in a secure area. The Facility is equipped with:

- Home like setting
- Sprinkler system throughout
- Emergency call bells in resident rooms and bathrooms
- Smoke corridors and compartments
- Monitored smoke detection systems
- Delayed regress doors for resident safety
- Continuous walking loop
- Window stoppers for safety
- Optional motion detector system

EXHIBIT 12

ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM

This is an addendum to a Residency Agreement made between Amherst Care Group, LLC ("Operator") doing business as Juniper Glen Alzheimer's Special Care Center and _____ , ("Resident"), _____ ("Resident Representative") and _____ ("Resident 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 for the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Agreement between the parties.

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Juniper Glen Alzheimer's Special Care Center (the "Facility") located at: 8820 Transit Road, East Amherst, NY 14051

II. Physician Report

Resident has submitted to Facility a written report from Resident's physician, which report states that:

a. Resident physician has physically examined Resident within the last thirty (30) days prior to Resident admission to this Enhanced Assisted Living Residence; and
b. Resident is not in need of twenty-four (24) hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. Request for Acceptance of Admission

The Resident or The Resident's Responsible Party or POA/Legal Representative have requested that the Resident become a Resident at the Facility and the Facility has accepted such request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as Exhibit 13 and made part of this Agreement is a written description of:

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

V. Aging in Place

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

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

If Resident reaches the point where Resident is in need of twenty-four (24) hour skilled nursing care or medical care that is required to be proved by a hospital, nursing home or facility licensed under the Mental Hygiene Law, Operator will initiate proceeding for the termination of this Agreement and to discharge Resident from residency, UNLESS each of the following conditions are met:

a. Resident or Resident Representative/Legal Representative hires appropriate nursing, medical or hospice staff to care for Resident's needs; AND
b. Resident physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, Resident can be safely cared for in the Facility, 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. Operator agrees to retain Resident and to coordinate the care provided by Facility and the additional nursing, medical, or hospice staff; AND
d. Resident is otherwise eligible to reside at Facility.

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 Representative)

Dated: _____ _____
(Signature of Resident Legal Representative)

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

EXHIBIT 13

ENHANCED ASSISTED LIVING RESIDENCE (EALR)

Services

The following services will be provided by Juniper Glen Alzheimer's Special Care Center:

- Customized activities and programs
- Blood glucose monitoring
- Catheter care
- Colostomy care
- Enemas
- Inhalers
- Injections
- Nasal sprays
- Nebulizer treatments
- Non-sterile dressing changes
- Ophthalmic med administration
- Optic med administration
- Oxygen therapy
- Physical assistance of one or two (1 or 2) persons to transfer
- Physical assistance of one or two (1 or 2) persons to another person to ambulate or climb/descend stairs
- Physical assistance of one or two (1 or 2) persons to another person to transfer via wheelchair
- Suppositories

Admission/Retention

1. Juniper Glen Alzheimer's Special Care Center will admit from its ALR into its EALR, any person who:
   a. Is chronically unable to transfer, or requires physical assistance of another person to transfer;
   b. Chronically requires the physical assistance of another person in order to walk, or climb/descend stairs, unless assigned on a floor with ground-level egress;
   c. Is dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel;
   d. Has chronic unmanaged urinary or bowel incontinence.

2. Juniper Glen Alzheimer's Special Care Center will not admit from its ALR into its EALR, any person who:
   a. Any resident requiring mechanical lifts or use of hoyer.Community is not licensed to provide this service.
   b. Resident is unable to move in Wheelchair or bed independently and requires a turning and/or repositioning schedule by one to two (1-2) caregivers.
   c. Engages in unwanted touching of others and/or inappropriate sexual behavior, disrobing in inappropriate places.
   d. The Resident repeatedly behaves in a manner that directly impairs their well-being, their care or safety of self or any other Resident, or which substantially interferes with the orderly operation of Juniper Glen.

3. Residents that require twenty-four (24) hour skilled nursing care will not be admitted to or retained in the EALR unless each of the following conditions are met:

a. Resident or Resident Representative/Legal Representative hires appropriate nursing, medical or hospice staff to care for Resident's needs; AND
b. Resident physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, Resident can be safely cared for in the Facility, 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. Operator agrees to retain Resident and to coordinate the care provided by Facility and the additional nursing, medical, or hospice staff; AND
d. Resident is otherwise eligible to reside at Facility.

4. Prior to admission, the resident must:
   a. Submit to the required pre-admission evaluation utilizing the Personal Data and Resident Evaluation Form (Department From 4397), conducted by the Health Services Director, within 30 days prior to admission and supply all necessary information for the Community to determine if the individual is appropriate for admission to the Community, and at what level.
   b. Provide the Community with a Medical Evaluation (Department Form 3122). The medication evaluation must have been completed within thirty (30) days prior to the date of admission and whenever a change in condition warrants, but no less than once every twelve (12) months. The evaluation must include a statement as to whether the resident is medically and mentally suited for care in the EALR, where applicable, and must be signed by the physician. The evaluation will included:
      i. The date of the examination, significant medical history and current conditions, known allergies, prescribed medication regimen, including the information on the resident's ability to self-administer medications, recommendations for diet, exercise, recreations, frequency of medical examinations, cognitive and mental health status, and assistance needed with activities of daily living.
      ii. A statement that the resident is or is not medically suited for care in the Assisted Living Residence, Enhanced Assisted Living Residence or Special Needs Assisted Living Residence.
      iii. A statement that the resident is or is not mentally suited for care in the Special Needs Assisted Living Residence.
      iv. A statement that the resident is or is not in need of long-term medical or nursing care supervision, which would require placement in a hospital or nursing home.
      v. A statement that the resident is or is not in need of twenty-four-hour skilled nursing care.
   c. A written Individualized Service Plan (ISP) will be developed for each Resident by the Health Services Director, along with the Resident, Resident's representative/legal representative. The initial Individualized Service Plan will be developed in conjunction with the Resident's physician and such consultation will be documented on the ISP. The ISP will be developed within thirty (30) days of admission and will include the services to be provided and by whom. The ISP will be reviewed and revised every six (6) months and whenever ordered by the resident's physician or upon significant change to the resident.
   d. Executes a Department approved Residency Agreement and acknowledge receipt of the Disclosure Statement, NYS DOH Consumer Information Guide and all exhibits.

4. In addition to #2 above, prior to admission to the EALR, the following requirements must be met:
   a. An interview conducted by the Health Services Director with the resident, resident's representative/legal representative, will take place to:
      i. Include an explanation of the conditions of residency including, but not limited to, the Residency Agreement, resident rights and responsibilities, and the adult home rules and regulations.
      ii. Ascertain that the adult home can:
         1. Meet the physical needs and personal care needs of the resident, including dietary needs occasioned by cultural or religious practice or preference or medical prescription.
         2. Meet the psycho-social needs of the resident.
         3. The interview must be summarized in writing, including the date of the interview and identification of those present.
   b. A mental health evaluation (Adult Care Facility Mental Health Evaluation Form - DOH-5075) if a proposed resident has a known history of Chronic mental disability, or the medical evaluation or resident interview suggests the existence of such a disability. The evaluation must be a written and signed report from a psychiatrist, physician, registered nurse, certified psychologist or certified social worker who has experience in the assessment and treatment of mental illness, which includes:
      i. A significant mental health history and current conditions;
      ii. A statement that the resident is mentally suited for care in the adult home
      iii. A statement that the resident does not need placement in a hospital or residential treatment facility;
      iv. A dated statement indicating that the person signing the report has conducted a face-to-face examination of the resident dated within thirty (30) days prior to admission.
      v. A completed and approved functional assessment that includes:
         1. Personal activities of daily living
         2. Instrumental activities of daily living
         3. Sensory impairments
         4. Behavioral characteristics
         5. Daily habits
5. Prior to move-in to EALR, the resident/responsible party/legal representative will receive copies of:
   a. The Residency Agreement
   b. Copy of Resident Rights
   c. Program rules relating to resident activities, office and visiting hours and other pertinent information concerning the operation of the program.
   d. Long-Term Ombudsman Program fact sheet
   e. Listing of legal services or advocacy agencies that are available
   f. Upon request the resident/responsible party/legal representative will have the opportunity to review the most recent inspection report issued by the department.
      i. If the resident is sight-impaired, hearing-impaired, or otherwise unable to comprehend English or printed matter, the community will arrange for the transmission of these documents in a manner that is comprehensible to the resident.

Staffing

Staffing levels will be maintained according to all applicable laws and regulations. Nurses will be scheduled to be on-site for as often as necessary to meet the needs of the EALR residents. Pursuant to the acuity of the residents, nurses and care aides will be staffed twenty-four (24) hours per day. There is a comprehensive activities program with activity staff that plans and conducts meaningful programs aimed at keeping all residents engaged while living in the Facility.

Staffing levels may vary depending on census and acuity.

1st shift (6a-2p): 1 Med Tech, 1 LPN,
1 Health Service Director/1 Health Service Coordinator (Monday-Friday) 9a-2p
4 Caregivers for every 11-12 residents
(LPN on-call 24/7)

2nd shift (2p-10p):1 Med Tech, 1 LPN
1 Health Service Director/1 Health Service Coordinator (Monday-Friday) 2p-5p
4 Caregivers for every 11-12 residents
(RN/LPN on-call 24/7)

3rd shift (10p-6a):1 Med Tech
3 Caregivers for every 15-16 residents
(RN/LPN on-call 24/7)

Staff Education and Training

Each one of the Facility's personal care aides and nurses receive comprehensive training on cognitive impairment and mental illness training. This training consists of:

- Overview of cognitive impairment, mental illness, Alzheimer's disease and related dementias
- Stages of Alzheimer's disease
- Differing dementia from other conditions
- Meaningful programming and activities
- Challenging behaviors
- Special care needs of Residents with dementia
- End of life care needs
- Creating meaning for families and caregivers

Environmental Modifications

Enhanced Assisted Living Residents will reside in a secure area. The Facility is equipped with:

- Home like setting
- Sprinkler system throughout
- Emergency call bells in resident rooms and bathrooms
- Smoke corridors and compartments
- Monitored smoke detection systems
- Delayed regress doors for resident safety
- Continuous walking loop
- Window stoppers for safety
- Optional motion detector system

EXHIBIT 14

ADDITIONAL SERVICES AVAILABLE

LIST OF RECOMMENDED PROVIDERS

(ADDITIONAL FEES/CO-PAYS MAY APPLY)

Pharmacy
Buffalo Pharmacy
1479 Kensington Ave
Buffalo, NY 14215
716-832-7742
Fax – 716-332-9310

Mobile Primary Care
Dr. James Collins
Jennifer Ward, NP
50 Lakefront Blvd
Buffalo, NY 14202
716-893-1010
Fax 716-893-1002

Buffalo Ultrasound
388 Evans Street
Williamsville, NY 14221
716-626-4656
Fax 716-631-1273

Willcare
346 Delaware Ave.
Buffalo, NY 14202
716-856-7500
Fax: 716-856-7502

Hair Stylist
Doris Zuch
(716) 418-2725

EXHIBIT 15

PHARMACY ADDENDUM

For outside pharmacy other than Buffalo Pharmacy

Date: _____

_____
Resident/Resident Representative

This is to confirm that you wish to take full responsibility for re-ordering medication(s) for

_____. Our Nursing Department representative will contact you in advance of need so that medications can be ordered by you on a timely basis.

Notwithstanding the terms of this agreement, as required by law, the Facility retains responsibility for the supervision and care of the Resident. As a result, please be advised that in the event that medication is not received by us at least three (3) days prior to when it is needed, the Nursing department will order the medications from Buffalo Pharmacy, who will bill you directly for the cost of the medication(s). Thereafter, Residents may elect to resume regular ordering from the pharmacy of their choice.

I have read the above statement and agree to its conditions. I am aware that I will be responsible for payment directly to the pharmacy.

_____
Signature of Resident's Representative

Resident Representative's Address:

_____

_____

_____

Phone: _____

EXHIBT 16

CONSUMER INFORMATION GUIDE

(Attached to this page)