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Your Individualized Service Plan and consistent with Exhibit 8. Additional services including assistance with ambulation are available to residents admitted to the EALR.

9. **Development of Individualized Service Plan**. An initial ISP is completed for each resident upon admission to Fredonia Place of Williamsville. ISP's are reviewed and revised every six months, whenever ordered by Your physician or as frequently as necessary to reflect Your changing needs.
10. **Additional Services.**
    Exhibit 4, attached to and made a part of this Agreement, describes in detail, any additional services or amenities available for an additional, supplemental or community fee, which services shall be provided by the Operator directly or through arrangements established the Operator. Such Exhibit states who would provide such services or amenities, if other than the Operator.
11. **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 5. 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 6, which is attached hereto and made a part hereof this Agreement.

III. Fees

A. Basic Rate.

1. Basic Rate Arrangements:

Assisted living residences may charge either a flat fee in full satisfaction of the Basic Services described in Section I.B of this Agreement, or a tiered fee for their Basic Rate. Fredonia Place of Williamsville has elected to operate with a flat fee arrangement in its Assisted Living Residence (ALR) and a tiered fee arrangement in its Special Needs Assisted Living Residence (SNALR).

(a) Flat-Fee Arrangement for Assisted Living Residence (ALR)

If admitted to the Residence's Assisted Living Residence (ALR), the Resident, Resident's Representative and Resident's Legal Representative agree that the Resident, Resident's Representative and Resident's Legal Representative will pay, and the Operator agrees to accept, the payment in Exhibit 8 in full satisfaction of the Basic Services described in Section I. B. of this Agreement. The Basic Rate as of the date of this agreement is ($_____per month). If a Resident is admitted to the Residence and requires services not included in the Residence's ALR, the Resident will be charged a la carte fees, specified in Exhibit 8, for each service provided to the resident.

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(b) Tiered Fee Arrangements for Special Needs Assisted Living Residence (SNALR)

If admitted to the Residence's Special Needs Assisted Living Residence (SNALR), the Resident's Basic Rate will be determined by a "tiered" fee arrangement, in which the fees charged depend upon the types of services provided and the number of hours of care provided per week. The fees for each "tier" of care are set forth in detail in Exhibit 7, which is made part of this Agreement. Exhibit 7 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. If a Resident requires enhanced services not included in the ALR , the Resident will be charged the a la carte fees, specified in Exhibit 8, for each service provided to the resident.

Your Basic Rate may increase annually. Pursuant to State Regulations, you will receive a written notice 45 days prior to any such increase.

2. *Supplemental, Additional or Community, Fees*

- A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate. A Supplemental fee must be at Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident. Supplemental, Additional and Community fees are listed in Exhibit 4.
- 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.
- A Community fee is a one-time fee that the Operator may charge at the time of admission. The Residence charges a one-time community fee as set forth in Exhibit 4, payment of which is a condition of residency. You may choose whether to accept the community fee as a condition of Your residency in the Residence or to reject the community fee and thereby reject residency at the Residence. The Community Fee ($1,500) is non-refundable, except that the fee will be refunded, less a $250 administrative fee, if within 30 days from the date You signed this agreement, You have not been admitted to the facility and you make a written request for the refund stating that You will not be seeking admission to the facility.
- A Commitment fee is a one-time deposit the Operator may charge to reserve a suite at Fredonia Place of Williamsville. The Commitment fee will be applied to Your first month's Housing Accommodation and Basic Services fee in the amount shown in Exhibit 8. If following payment of the Commitment fee, You decide not to seek admission to Fredonia Place of Williamsville, the Commitment fee ($1,000) will be refunded to You so long as the suite reservation does not exceed one month. The Commitment fee will be non-refundable after one month.
- You will be charged a security deposit equal to one month's Housing Accommodation and Basic Services fee in the amount shown on Exhibit 8, which will be due prior to Your date of admission. Subject to the terms of this paragraph, Your security deposit will be returned to You within three (3) days following Your discharge from the Residence. If You do not pay Your Basic Rate on a timely basis, the Operator may use Your security deposit to pay for any amount that You owe to the Operator. You and Your Legal Representative have the right to

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by executing a Statement of Offering (DOH-5195) with You or Your Representative, contained in Exhibit IX.

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

I receive SSI funds _____ or I have applied for SSI funds _____
I receive SNA funds_____ or I have applied for SNI funds_____

I do not receive either SSI or SNA funds_____

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

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 Service Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. The Operator 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
4. 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.
5. If You are a member of the Sisters of St. Francis of Neumann Communities and are being admitted to the Community, the additional terms of the "Sisters of St. Francis of Neumann Communities Addendum" will apply and if in conflict with this Agreement, the terms and conditions set forth in the Addendum will control.
6. 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.
7. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
8. 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 (EALR) or 24-hour skilled nursing care, You will no longer be appropriate for residency in the Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certification, has a unit available, and is able and

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

9. Enhanced Assisted Living Care may be provided to persons who desire to continue to age in place in an Assisted Living Residence and who:

   (a) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel;
   (b) have chronic unmanaged urinary or bowel incontinence.

   The Enhanced Assisted Living Care available at this Residence is set forth in the "Enhanced Assisted Living Residence Addendum."

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

XI. Rules of the Residence (if applicable)

Attached as Exhibit 11. and made a part of this Agreement are the Rules of the Residence. By signing this Agreement, You and Your Representatives agree to obey all reasonable Rules of the Residence.

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

A. You, or Your Representative or Legal Representative to the extent specified in this Agreement, are responsible for the following:
   1. Payment of the Basic Rate and any authorized Additional, Tiered, Enhanced and/or agreed-to Supplemental or Community Fees as detailed in this Agreement.
   2. Supply of personal clothing and effects (I.E. Silverware, , , plates, cups, etc.
   3. Payment of all medical expenses including transportation for medical purposes are not included in Operator's inclusive services, except when payments are available under Medicare, Medicaid or other third-party coverage.
   4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
   5. Informing the Operator promptly of change in health care proxy, health status, change in physician, or change in medications.
   6. Informing the Operator promptly of any change of name, address and/or phone number.

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

   1. If appointed as the Resident's Health Care Proxy, make medical decisions when Resident is unable to make such decisions for himself or herself.

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Exhibit 4 Additional Services, Supplies, or Amenities (Subject to change)

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

Item	Additional Charge	Provided By
Commitment Fee*	$1,000	N/A
Community Fee	$1,500	N/A
Security Deposit	$500	N/A
Medical Transportation within 10 miles†	$25/visit (after 2 rides in a calendar month)	Fredonia Place
Gas (heat)	None	Fredonia Place
Water/Sewer	None	Fredonia Place
Private Dining Room Rental	None	Fredonia Place
Room/Suite Maintenance	None	Fredonia Place
Air Conditioning	None	Fredonia Place
Electric	None	Fredonia Place
Pull Cords	None	Fredonia Place
Pendant	$100	Fredonia Place
Replacement Pendent Cost	$100	Fredonia Place
Food Catering for Special Events	Food/labor cost plus markup	Fredonia Place
Guest Meals	$10 (Breakfast) $10 (Lunch) $10 (Dinner)	Fredonia Place
Monthly Additional Personal Care Service (for each additional hour above 3.75 hours, up to 7 additional hours)**	$140/per hour	Fredonia Place
Additional Housekeeping Service (per resident preference)	$75/occurrence	Fredonia Place
Additional Linen Service (per resident preference)	$75/occurrence	Fredonia Place
Additional Laundry Service (per resident preference)	$75/occurrence	Fredonia Place
Storage Unit Rental	$50.00 per month	Fredonia Place
Thickened Liquids	Cost of product	Fredonia Place
Dry Cleaning	Provider Rate	Local Retail
Professional Hair Grooming	Provider Rate	Beauty Salon
Transportation other than Medical/Activity	Provider Rate	Transportation
Cultural/Activities Transportation	Small fee based on activity	Activity Location
Paid TV in addition to Basic Cable	Provider Rate	Spectrum
In-House Store	based on item	Fredonia Place
Personal items & supplies	Provider Rate	Local Retail
Pet Fee	$500	Fredonia Place
Clean cat litter (once weekly)	$350	Fredonia Place

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*Commitment Fee will be applied to Your first month rent and is not in addition to Your monthly rental charge

** Monthly Additional Personal Care Service will be determined with residents upon admission, with any change of condition, and upon resident request, but no less frequently than every six months.

† Each resident will receive transportation to medical appointments (within 10 miles) free of charge for up to two (2) rides per month. Thereafter, each additional ride requested within the same month will be charged at a rate of $25 per ride

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The “Tiered” levels of care for SNALR residents do not include a la carte services that may be provided to residents as outlined in Exhibit 8. If an SNALR resident receiving care under one of the above care levels requires enhanced services not deliverable in the Residence’s SNALR, the Resident may be admitted to the Residence’s EALR and receive EALR services for the fees specified in Exhibit 8.

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Exhibit 8 Current Rate or Fee Schedule
(Subject to Change)

Housing Accommodation and Basic Services Fee for ALR Residents ("Basic Rate"):

The Elliot Studio Suite -$4,400 (Monthly)
The Garrison One Bedroom Suite -$5,165 (Monthly)
The Neumann One Bedroom Suite -$5,500 (Monthly)
The Williams Two Bedroom Suite -$6,500 (Monthly)
The Francis Deluxe Two Bedroom Suite- $6,840 (Monthly)

Housing Accommodation and Tiered Fee Arrangement for SNALR Residents ("Basic Rate")

Memory Care Suite:

- Memory Care Basic Level – $6,350 (Monthly)
- Memory Care Tier Level 1 - $6,700 (Monthly)
- Memory Care Tier Level 2 - $7,000 (Monthly)

A La Carte Monthly Service Fees:

- Needs assistance with chronic unmanaged urinary or bowel incontinence $1000*
- Need assistance using and operating Pulse Oximeters $200*
- Need assistance with changing and/or emptying of Catheters, Ostomy, and Urostomy bags $800*
- Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel $1,500*
- Need assistance to transfer with or without a gait belt or similar (not available for resident on palliative care or hospice, or in need 2 person assist or Hoyer lift). $2,000.
- Need assistance with ambulation and require to be pushed in a wheelchair (not available for resident on palliative care or hospice) $2,000
- Is chronically chairfast (not available for resident on palliative care or hospice) $5,500
- Is chronically bedfast (not available for resident on palliative care or hospice) $6,000

*** The a la carte services marked with an asterisk are only available to residents admitted to the EALR. A la carte fees may be pro-rated if required for less than one month.**

Additional Monthly Fees

Additional Personal Care: Hours over 3.75/wk ____ x $140/month	$_____
Pet Fee (Independent with Pet)	$500
Second Occupant Fee	$2,500

Additional Monthly Fees $ _____

Your Total Monthly Basic Rate: $___

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L.P., and the Sisters of St. Francis are parties to the Office Lease Agreement with an effective date of May 2, 2019 (the "Office Lease Agreement") the terms and conditions of which are incorporated herein by reference. The Office Lease Agreement relates to the Archives and Office Space used by the Sisters of St. Francis in the facility.

5. At no extra charge, the Operator will provide each Sister of St. Francis transportation to medical appointments, within a reasonable distance, for up to five (5) trips per month. Each additional trip in excess of five (5) in a single month will be charged at the rate listed in Exhibit 4.

6. At no extra charge, the Operator will perform, or contract for, a once annual deep cleaning of each Sister's apartment, including washing of interior window, walls, baseboards and carpet cleaning.

7. Collectively, the Sisters of St. Francis designated representative will be entitled to receive, at the end of each month, a detailed statement of the preceding monthly fees applicable for residency at the facility.

8. The residency fees listed in Section II below that are applicable to the Sisters of St. Francis will be fixed through June 30, 2021.Thereafter, the maximum annual increase in fees for ALR, EALR, and SNALR services will be the lesser of 1) the annual change in the Consumer Price Index for All Urban Consumers (CPI-U) (as calculated by the CPI-U Index, or its successor) as expressed as a percentage of the prior year's Index or 2) 5.0%.

II. <u>Fee Arrangement for Sisters of St. Francis</u>

In place of Exhibit 8, individual monthly residency fees for each individual residence occupied by a Sister of St. Francis is as follows:

Fredonia Place of Williamsville offers Sisters of St. Francis an all-inclusive fixed pricing for ALR and SNALR services in addition to fixed a la carte fees associated with the additional services outlined below. The following are our exclusive (i.e., unavailable to the general public), Residence Fees for the Sisters of St. Francis ("SOSF") for the years 2020 and 2021:

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Traditional Assisted Living – Studio Apartment	$2,975
Traditional Assisted Living – One (1) Bedroom Apartment w/out sunroom	$3,615
Traditional Assisted Living – Two (2) Bedroom Apartment	$NA
Special Needs (Memory Care) Assisted Living	$4,500

The a la carte fees for the following services are described below. Those marked with an asterisk are available only for Enhanced Assisted Living Residents:

Assistance with changing and emptying of catheters, ostomy and urostomy bags*	$1,000
Assistance using and operating Pulse Oximeters*	$ 500
Chronically unable to transfer: Transfer assistance with or without a gait belt or similar (resident must not be on palliative care or hospice) (1 person assist only) without use of any Hoyer lift.	$2,000
Assistance with ambulation and propulsion in a wheelchair (resident must not be on palliative care or hospice);	$2,000
Dependent on medical equipment, requiring more than intermittent or occasional assistance from medical personnel*	$2,000
Chronically chairfast and unable to transfer (Resident must be on palliative care or on Hospice)	$3,000
Chronically bedfast and unable to transfer (Resident must be on palliative care or Hospice)	$4,000

In no event will the Monthly Fee rate (including enhanced services) be more than $9,000 per month for a Sister of St. Francis. The $9,000 per month cap on residence fees, is subject to the rate increases described in Section I (7) above. Amending Exhibit 4 and the Residency Agreement, no Sister of St. Francis will be charged a Community Fee, a Commitment Fee, parking fee for one (1) space, or a security deposit as provided for in Section III A(2) of the Residency Agreement or as set forth in Exhibit 4 and 8.

III. 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 Community: If this occurs, the Operator will communicate with You regarding the need to relocate to a more appropriate setting, in accordance with law

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Exhibit 18 Enhanced Assisted Living Residence (EALR) #1

Specialized Services:

- Need assistance using and operating Pulse Oximeters
- Need assistance with changing and emptying of Catheters, Ostomy, and Urostomy bags
- Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel

Staffing:

- Same as Enriched Housing Community under section I B.6
  - 1 Resident Aide per shift
  - 1 Medication Aide per shift
  - 1 LPN in the facility from 6:30 am to 11:00pm
- We will staff to meet the needs of the residents.

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

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