

Fredonia Place of Williamsville

Assisted Living Residence Residency Agreement

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RESIDENCY AGREEMENT

This agreement is made between SOSF Ventures L.P. d/b/a Fredonia Place of
Williamsville, the "Operator", and _____ (the "Resident" or "You"),
_____ (the "Resident's Representative", if any) and
_____ (the "Resident's Legal Representative", if any).

RECITALS

- A. The Operator is licensed by the New York State Department of Health to operate at 201 Reist Street, Williamsville, NY 14221 an Assisted Living Residence known as Fredonia Place of Williamsville and as an Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence (EALR), and/or Special Needs Assisted Living Residence (SNALR).
- B. You have requested to become a Resident at The Residence and the Operator has accepted your request.

Now therefore, You and Operator agree to the following:

I. Housing Accommodations and Services.

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

A. Housing Accommodations and Services.

1. **Your Room/Suites.** You may occupy and use a private room/suite () as identified on Exhibit 1, subject to the terms of this Agreement. If Your needs increase and You cannot independently climb and descend stairs, the facility reserves the right to reassign You to a room on the first floor of the facility.
2. **Common areas.** You will be provided with non-exclusive access to use the general-purpose rooms at the Residence such as the Bistro, dining room, library, movie theatre, chapel, lounges, exercise/game room, activity room, salon and private dining room for at least ten (10) hours per day between the hours of 9:00 a.m. and 8:00 p.m. Use of the general purpose rooms outside this time frame will not be restricted by any rules of the residence or facility policy. Residents residing in Memory Care (SNALR) will also be provided with non-exclusive access to use the self-contained SNALR general purpose rooms with staff supervision.
3. **Furnishings/Appliances Provided by The Operator.**
Attached as Exhibit 2. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator and located in Your room/suite.
4. **Furnishings/Appliances Provided by You.**
Attached as Exhibit 3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by you in your room/suite. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., fire safety, due to amperage concerns, etc.)

B. Basic Services

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

1. **Meals and Snacks.** Three nutritionally well-balanced meals per day and two snacks per day (three snacks per day on Memory Care (SNALR)) are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: No Added Salt, Mechanical Soft, Dysphagia Mechanically Altered, Pureed, Consistent Carbohydrate Diet, Consistent Carbohydrate Mechanically Soft, Consistent Carbohydrate Pureed, Finger Food, Liberal House Renal, Renal (3gm k, 2gm Na/80gm Pro.), 2 gm Sodium and Healthy Heart. If You require thickened liquids as part of Your diet, You will be subject to an additional charge as specified in Exhibit 4.
2. **Activities.** The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.
3. **Housekeeping.** Each room/suite will be cleaned once per week, which is included in Your Basic Rate. If You require additional housekeeping service more than once per week due to preference, You will be subject to an additional charge as specified in Exhibit 4. For purposes of this Agreement, the term "due to preference" means a request for a desired service in addition the Basic Services, but does not mean a request for a necessary service such as cleaning up a spill, removing a hazardous or dangerous condition, cleaning soiled linen, etc.
4. **Linen Service.** You have the option of cleaning your linens yourself or the Operator can clean them once per week or more often, as necessary, and include it in Your ISP. If You require additional linen service more than once per week due to preference, You will be subject to an additional charge as specified in Exhibit 4. This service includes towels, washcloths, pillows, pillowcases, blankets, bed sheets, and bedspread. Complete linen service is provided by The Operator for Memory Care (SNALR) residents.
5. **Laundry of Your personal Washable clothing.** You have the option of cleaning your laundry yourself or the operator can clean your personal washable clothing once per week or more often, as necessary, and include it in Your ISP. If You require additional laundry more than once per week due to preference, You will be subject to an additional charge as specified in Exhibit 4. Complete laundry service is provided by The Operator for Memory Care (SNALR) Memory Care residents.
6. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.
7. **Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.
8. **Personal Care.** Up to 3.75 hours per week of direction including weight checks and occasional assistance with bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), medication acquisition, storage and disposal, assistance with self-administration of medication and medication management, as required by

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 Enhanced Assisted Living Residence (EALR) and requires enhanced services not deliverable 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.

(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 is admitted to the Enhanced Assisted Living Residence (EALR) and requires enhanced services not deliverable in the Residence's SNALR, 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

dispute and contest any charges in accordance with Section XVII below or in accordance with applicable law. If the Operator is required to use any portion of Your security deposit to pay for any services You receive, You must replenish your security deposit in the amount equal to the sum used.

B. Rate or Fee Schedule.

Attached as Exhibit 8 and made a part of this Agreement is a rate or fee schedule, covering both the Basic Rate and any Additional, Supplemental or Community fees, for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such rates, fees or charges.

C. Billing and Payment Terms

Payment is due by the 5th of each month and shall be delivered to the business office at 201 Reist Street, Williamsville, NY 14221. Payments received after the tenth (10th) day of the month when due, plus any outstanding balance, will incur a late charge of one and one-half (1.5%) percent interest per month. You and Your Legal Representative have the right to dispute and contest any charges in accordance with applicable law.

In the event the Resident, Resident's Representative or Resident's Legal Representative is no longer able to pay for services provided for in this Agreement or additional services or care needed by the Resident, termination procedures will be initiated in accordance with NYS Department of Health Regulations as set forth in Section XII of this Agreement. Fredonia Place will assist in seeking alternative care of the Resident.

D. Adjustments to Basic Rate or Additional or Supplemental Fees

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

E. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is the same amount as the basic rate arrangement referenced above in III (A) (1) or III (A) (1) (a) for SNALR residents. Any EALR fees shall cease commencing with the 15th day of Your absence and will recommence immediately upon your return to The Residence. (The total of the daily rate for a one-month

period may not exceed the established monthly rate). The length of time the space will be reserved is 30 days. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XII of this Agreement. You may choose to terminate this Agreement rather than reserve such space but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this Agreement or at the time of Your discharge, but in no case more than three business days after Your discharge from the Residence, the Operator must provide You, Your Resident's Representative or Resident's Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts, if any at the Residence. The Operator must also return at the time of Your discharge, but in no case more than three business days any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis of a per diem proration any advance payment(s) which You have made. If You die, the Operator must turn over Your property to the legally authorized representative of Your estate.

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

V. Transfer of Funds or Property to Operator

If You wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time, the Operator must enumerate the items given or promised to be given and attach to this Agreement a listing of the items given to be transferred. Such listing is attached as Exhibit 9. and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

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

If, upon admission or any other time, you wish to place property or things of value in the Operator's custody and the Operator agrees to accept in writing the responsibility of such custody, the Operator must enumerate the items so placed and attach to this Agreement a listing of such items. Such listing is attached as Exhibit 10. of this Agreement.

VII. Fiduciary Responsibility

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

VIII. Tipping

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

IX. Personal Allowance Accounts

The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments

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 sole basis that such individual is a person who primarily uses a wheelchair for mobility, and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with the American with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. and with the provision of section 488.4
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

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) chronically require the physical assistance of another person in order to walk; or
- (b) chronically require the physical assistance of another person to climb or descend stairs; or
- (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel;
- (d) 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.

2. Supply Resident with enough sets of clothing, undergarments etc. as necessary
3. Advise of any change of contact person, address, telephone number and such, including designating alternate contact person during vacation, or for other absenteeism and provide all the above information for such person.
4. Make the appropriate monthly payments as agreed to in this Agreement.

C. The Resident's Legal Representative, if any 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.
2. Supply Resident with enough sets of clothing, undergarments etc. as necessary.
3. Advise of any change of contact person, address, telephone number and such, including designating alternate contact person during vacation, or for other absenteeism and provide all the above information for such person.
4. Make the appropriate monthly payments as agreed to in this Agreement.

XIII. Termination and Discharge

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

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

A. The grounds upon which involuntary termination may occur are:

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

You agree that You will cooperate with such efforts by the Operator to obtain such benefits.

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

- B. If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will, give You a notice of termination and discharge, which must be at least 30 days after delivery of notice, the reason for termination, a statement of Your right to object and a list of free, legal advocacy resources approved by the New York State Department of Health.
- C. 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.
- D. 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.
- E. Both You and the Operator are free to seek any other judicial relief to which they may be entitled.
- F. The Operator must assist You if the Operator proposes to transfer or discharge You to the extent necessary to assure, whenever practicable, Your placement in a care setting which is adequate, appropriate and consistent with Your wishes.

XIV. Transfer

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

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

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

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

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

XV. Resident Rights and Responsibilities

Attached as Exhibit 12 and made a part of this Agreement is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a readily visible common area in the Residence. The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities, and you agree to meet the responsibilities stated therein.

XVI. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit 13. and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence. The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' organization that addresses the same upon request by the organization. Complaint handling is a direct service of the Long-Term Care Ombudsman Program. The Long-Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

XVII. Miscellaneous Provisions

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

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

XVIII. Agreement Authorization

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

Dated: _____
(Signature of Resident)

Dated: _____
(Signature of Resident's Representative)

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

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

Personal Guarantee of Payment (if applicable)

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

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

(Date)

Guarantor's Signature

Guarantor's Name (Print)

(Optional) **Guarantor of Payment of Public Funds**

If You have a signatory to this Agreement besides Yourself and that signatory controls all or a portion of Your public funds (SSI, Safety Net, Social Security, Other), and if that signatory does not choose to have such public funds delivered directly to the Operator, then the signatory hereby agrees that he/she will personally guarantee continuity of payment of the Basic 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 Identification of Suite

☐ The Ellicott: Suite #: _____

The Ellicott is Fredonia Place's studio suite. Each Ellicott suite features living space inclusive of a countertop, sink, refrigerator and dishwasher as well as a bathroom with walk-in shower and closet.

☐ The Garrison: Suite #: _____

The Garrison is Fredonia Place's one-bedroom suite. Each Garrison suite features living space inclusive of a countertop, sink, refrigerator and dishwasher as well as a bathroom with walk-in shower.

☐ The Neumann: Suite #: _____

The Neumann is Fredonia Place's one-bedroom suite with a sunroom. Each Neumann suite features a spacious living space with a sunroom inclusive of a countertop, sink, refrigerator and dishwasher as well as a bathroom with walk-in shower.

☐ The Williams: Suite #: _____

The Williams is Fredonia Place's two-bedroom suite. The Williams is a two bedroom suite. The Williams features spacious living space inclusive of a countertop, sink, refrigerator, dishwasher and large closets as well as one bathroom with a walk in shower.

☐ The Francis: Suite #: _____

The Francis is Fredonia Place's largest suite. The Francis is a deluxe two-bedroom suite. The Francis features spacious living space inclusive of a sunroom, countertop, sink, refrigerator and dishwasher as well as two bedrooms with large closets and one bathroom with a walk in shower.

☐ Williamsville Memory Care Suite (SNALR). Suite #: _____

The Fredonia Memory Care suite has living space **for residents diagnosed with dementia.** Each private suite offers a bathroom and a closet. All suites are wheelchair accessible and offer ample room for scooters.

Exhibit 2 Furnishings/Appliances Provided by the Operator

When not supplied by You, the Operator will provide You with the following minimum household equipment:

- 1) A standard single bed well- constructed, in good repair with clean springs maintained in good condition, a clean, comfortable, well-constructed mattress standard in size for the bed,, and a clean, comfortable pillow of average size;
- 2) A chair;
- 3) A table;
- 4) A lamp;
- 5) Non-removable at will, lockable storage space for personal articles and medications
- 6) Individual dresser and closet;
- 7) Two sheets;
- 8) Pillowcase;
- 9) A blanket;
- 10) A bedspread;
- 11) Towels and washcloths;
- 12) Soap; and
- 13) Toilet tissue.
- 14) A hinged entry door

Appliances include:

Assisted Living

Full size refrigerator (ALR Basic)
Microwave (ALR Basic)
Dishwasher (ALR Basic)
Telephone (ALR Basic)
High Speed Internet (ALR Basic)
Cable Television Connection (ALR Basic)

Memory Care/Special Needs

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

Additional Furnishings, not listed above, are provided by the incoming resident.

Exhibit 3 Furnishings/Appliances Provided by You

*Furnishings/Appliances:

Check all those that will be furnished by You:

- ☐ Bed
- ☐ Nightstand
- ☐ Drawer
- ☐ Chair
- ☐ Bed Linen
- ☐ Pillow
- ☐ Bed Spread
- ☐ Bath Linens
- ☐ Wastebasket
- ☐ Couch
- ☐ Easy Chair
- ☐ Table
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

Exceptions (not permitted):

- Coffee Maker without auto shut-off
- Incense or Candles
- Hot plates
- Outlet adapters and 2, 3, or 4-way plugs
- Heating blankets/heating pads
- Bed side rails unless prescribed by physician (Must be quarter rails)
- Potpourri burners
- Frayed cords
- Hypodermic needles without sharps container (insulin)
- Use of oxygen without a sign on front door
- Non-furnished refrigerators (exceptions apply)
- Deep fryers
- Electric skillets/fryers
- Air conditioners other than provided/approved by the Operators
- Installation or alteration of electrical equipment is strictly prohibited
- Antennas that extend outside room windows or are attached to outside of building
- Door stops or wedges
- Stern-o cans
- Flammable liquids such as gasoline, ether, charcoal lighter, etc.
- Fire arms/weapons of any type/ammunition

- Fire works
- Grills of any type
- Curtains made from material that is not a fire resistant
- Gasoline powered equipment
- Heating units (space heater)
- Lamps (Kerosene and oil types)
- Sun lamps
- Heating elements (immersion type)
- Narcotics, unless prescribed/illegal drugs
- Lamps without proper shades
- Waterbeds/water mattress'

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

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:

<u>Item</u>	<u>Additional Charge</u>	<u>Provided By</u>
Commitment Fee*	\$1,000	N/A
Community Fee	\$1,500	N/A
Security Deposit	\$500	N/A
Medical Transportation within 10 miles ☐	\$25/visit	Fredonia Place (after 2 rides in a calendar month)
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)	Fredonia Place
	\$10 (Lunch)	
	\$10 (Dinner)	
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 different from above Company	Provider Rate	Transportation
Cultural/Activities Transportation	X on activity	Activity Location Small fee based
Paid TV in addition to Basic Cable	Provider Rate	Spectrum
In-House Store	X	Fredonia Place
Personal items & supplies	Provider Rate	Local Retail
Pet Fee	\$500	Fredonia Place
Clean cat litter (once weekly)	\$350	Fredonia Place

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

☐ 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

Exhibit 5 Licensure/Certification Status of Providers

At this time there are no providers offering home care or personal care services under any arrangement with the Operator. The Residence, however, will make every effort to assist you in obtaining appropriate skilled nursing and home health care services not provided at the Facility, if You so desire.

Exhibit 6 Disclosure Statement

SOSF Ventures L.P. ("The Operator") as operator of Fredonia Place of Williamsville ("The Residence"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit 18 of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate 201 Reist Street, Williamsville, NY 14221, an Assisted Living Residence as well as an Adult Home.

The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and Special Needs Assisted Living Residence. These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met. The Operator is currently approved to provide:

- a. Enhanced Assisted Living services for up to a maximum of 25 persons.
- b. Special Needs Assisted Living services provided in the secured Dementia Community for up to a maximum of 24 persons.

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

It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Enhanced Assisted Living Services or Special Needs Assisted Living Services, and one of those units is available, You may be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living if The Operator accepts Your request to reside in The Residence, which acceptance shall be at the sole discretion of The Operator. If, however, such units are at capacity and there are no vacancies, the Operator will assist You and Your representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements. If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your room/suite within the Residence:

The owner of the real property upon which the Residence is located is Reist Street Holdings L.P. The mailing address of such real property owner is 491 Delaware Avenue, Buffalo, NY 14202. The following individual is authorized to accept personal service on behalf of such real property owner: Nicholas B. Tzetzio, 491 Delaware Avenue, Buffalo, NY 14202.

1. The Operator of the Residence is SOSF Ventures L.P. The mailing address of the Operator is 491 Delaware Avenue, Buffalo, NY 14202. The following individual is authorized to accept personal service on behalf of the Operator: Nicholas B. Tzetzto, 491 Delaware Avenue, Buffalo, NY 14202
2. The Operator does not hold any ownership in excess of 10% (whether a legal or beneficial interest,) in any entity that provides care, material, equipment or other services to residents of the Residence.

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

3. All residents have the right to receive services from any provider, regardless of whether the operator of this residence has an arrangement with the provider.
4. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
5. Public funds, at The Operator's discretion may be used for payment for residential, supportive or home health services, including but not limited to availability of Medicare coverage for home health services.
6. The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator is 1-866-893-6772 or regarding Home Care Services is 1-800-628-5972.
7. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. 716-817-9222 is the Local LTCOP telephone number. The address is People Inc. 280 Spindrift Drive Williamsville, NY 14221. The NYSLTCOP web site is www.Itcombudsman.ny.gov.

Exhibit 7-Tiered Fee Arrangements

This Exhibit is only applicable for residents being admitted to the Residence's SNALR. Residents in the Basic ALR are not subject to the Tiered Fee Arrangements in this Exhibit and will be charged a Flat Fee, in accordance with the Housing Accommodations selected in Exhibit 8 of this Agreement, for the Basic Services described in Section I.B of this Agreement.

Memory Care Community-SNALR

Base Level - \$6,350 (Monthly)

The resident requires limited assistance up to 3.75 hours (supervision and reminders) to complete their activities of daily living or ADL's. The resident requires some assistance or direction with bathing and showering and limited assistance with dressing or grooming (approximately 15 min/day). The resident is continent or can independently manage incontinence and is not on a toileting schedule. The resident requires minimal assistance at mealtimes, which includes cutting up food and occasional reminders during mealtime. The resident has minimal behaviors and are easily redirected.

Level 1- \$6,700 (Monthly)

The resident requires assistance above 3.75 hours, but less than complete assistance, to complete their activities of daily living or ADL's when supervision or reminders is not enough. The resident requires assistance with bathing and showering and assistance with dressing or grooming (approximately 30 min/day). The resident is on a toileting schedule due to incontinence or cannot independently manage. The resident requires assistance at mealtimes, which includes cutting up food and/or, repetitive reminders during mealtime. The resident has occasional behaviors that can be regularly redirected.

Level 2- \$7,000 (Monthly)

The resident requires complete assistance to complete their activities of daily living or ADL's. The resident requires complete assistance with bathing and showering and complete assistance with dressing or grooming (more than 30 min/day). The resident is on a toileting schedule due to incontinence or cannot independently manage toileting. The resident requires frequent assistance at mealtimes, which includes cutting up food, reminders, and redirection during mealtime. The resident has frequent behaviors that may or may not be regularly redirected. Frequent bathing and bed linen changes are required due to incontinence.

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

Your Monthly Fee for Personal Care Services will depend on the amount of care needed for the delivery of Your required services each day. The fees for each level of Personal Care Services are set forth in Exhibit 8. The services will be provided directly by the Operator's staff.

The “Tiered” levels of care for SNALR residents do not include a la carte services that may be provided to residents in the Residence’s EALR. 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.

**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 Enhanced Assisted Living Residence (EALR) Service Fees:

Need assistance using and operating Pulse Oximeters \$200 (Monthly)
Need assistance with changing and emptying of Catheters, Ostomy, and Urostomy bags \$800 (Monthly)
Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel \$1,500 (Monthly)
Need assistance to transfer with or without a gait belt or similar (1 person assist only)(resident must not be on palliative care or hospice). Hoyer lifts are not to be used. \$2,000 (Monthly)
Need assistance with ambulation and require to be pushed in a wheelchair (residents must not be on palliative care or hospice). \$2,000 (Monthly)
Is chronically chairfast (resident must be on palliative care or on hospice); \$5,500 (Monthly)
Is chronically bedfast (resident must be on palliative care or on hospice); \$6,000 (Monthly)

*** The a la carte services are only available to residents admitted to the Residence’s EALR. A la carte fees for EALR services may be pro-rated if required only on a temporary basis.**

Additional Monthly Fees

Pet Fee (Independent with Pet)	\$500
Second Occupant Fee	\$2,500

Additional Monthly Fees \$ _____

Your Total Monthly Basic Rate: \$

Exhibit 9 Transfer of Funds or Property to Operator

Exhibit 10 Property/Items Held by Operator for You

FACILITY NAME: _____ OPERATING CERTIFICATE NUMBER: _____

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

Exhibit 11 Statement Offering Personal Allowance Account

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

Adult Care Facility Statement Offering Personal Allowance Account

FACILITY NAME: _____ OPERATING CERTIFICATE NUMBER: _____

For Supplemental Security Income (SSI) and Safety Net Assistance (SNA) Recipients

I understand that New York State Department of Health (NYS DOH) Regulations provide me, as an SSI or SNA recipient, with a personal allowance which may be used as I wish for clothing, personal hygiene items, and other supplies, services, entertainment, or transportation for my personal use.

I understand that the operator cannot accept my personal allowance to pay for supplies and services that the operator is required to provide by law, regulation, or admission agreement. In addition, my personal allowance may not be used to pay the operator for any services for which payment is available under Medicare, Medicaid, or third party coverage.

I understand that the operator must offer me or my representative a facility maintained personal allowance account to safeguard my personal allowance funds.

I understand that if I or my representative choose a facility maintained personal allowance account, the NYS DOH Regulations require the operator to: make these funds available to me for my own use; tell me the business hours when I may deposit or withdraw my funds or review my personal allowance records; pay me interest (if my funds are in an interest bearing account); show or give me upon request, or at least every three months, a summary of my account which includes my current balance and informs me of any other important facts about my account.

I understand that I do not have to put my funds in a facility maintained account.

I understand that I may close my facility maintained account at any time and have my funds returned to me.

I understand there are legal protections for my funds and account.

I understand that I may ask the NYS DOH or legal/advocacy agencies to help me if I do not receive my personal allowance or have access to money in my personal allowance account.

Check one of the following boxes:

- ☐ I authorize the operator to establish a facility maintained personal allowance account.
- ☐ I do not authorize the operator to establish a facility maintained personal allowance account.
- ☐ As representative for _____, I agree to comply with the personal allowance requirements set forth above.
☐ I do ☐ I do not authorize the operator to establish a facility maintained personal allowance account.
- ☐ I am not an SSI or SNA recipient. However, the operator has offered to maintain a personal fund account for me.
I hereby authorize such an account.

Signature of Resident _____ Date _____

Signature of Resident Representative _____ Date _____

Signature of Operator or Designee _____ Date _____

Exhibit 12 Rules of the Residence

1. All residents and their guests and companions must respect the rights of other residents to maintain a comfortable home. All residents and their guests and companions must treat other residents, and their guests and companions, and residence staff with respect, and curtail any activities that interrupt other residents' enjoyment of the residence.
2. All residents and their guests and companions must respect the property of other residents and of the residence.
3. NO SMOKING OR VAPING is permitted in the facility or on facility grounds.
4. All visitors and residents must sign in and out when entering or leaving the residence. For your safety, all absences past 9:00 p.m., including overnight absences, and planned missed meals should be reported to the case manager.
5. If a resident is ordering or administering any of his or her medications without the assistance of the residence, including vitamins, herbal medications, over-the-counter medications and dietary supplements, the medication must always be cleared by the resident's primary care physician, a physician's order must be given and the medication must be locked in the resident's apartment. Residence staff must be informed of the resident's medications so that all medications are accurately listed on the resident's medication regimen. Any medications stored in the resident's apartment must be under lock and key.
6. Residents and their guests and companions must participate in all fire drills as per fire department regulations.
7. Residents may not use the following items in their rooms:
 - a. Cooking appliances (other than auto shut off tea kettles/coffee makers)
 - b. Incense or Candles
 - c. Extension cords
 - d. Outlet adapters and 2-, 3- or 4-way plugs
 - e. Heating blankets/heating pads
 - f. Potpourri burners
 - g. Door stops or wedges
 - h. Flammable liquids such as gasoline, ether, charcoal lighter, etc. or Stern-o Cans
 - i. Heating units (space heater)
 - j. Waterbeds/water mattresses
8. Each resident must submit to a medical evaluation by the health care provider of their own choice. Each resident must submit to the administrator, at least upon an annual basis, a medical evaluation completed by their providers.
9. Each resident must submit to the administrator proof of all immunizations, TB testing and all other health information to the extent required by the New York State Department of Health.

10. Each resident must provide accurate and complete information, to the best of the resident's knowledge, about his or her present condition, past illnesses and hospitalizations, medications and other matters relating to his or her health.
11. Resident should avoid accidents by keeping their apartment clean. Pick up clothing, books, shoes and other items that might cause someone to trip or fall.
12. Residents should advise staff if anything in their apartment needs to be repaired or moved.
13. Residents should refrain from storing any personal items outside of their own apartment, which includes refraining from storing their items in common areas, both inside and outside of the building, without receiving written permission from the administrator.

Exhibit 13 Right and Responsibilities of Residents in Assisted Living Residences

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

1. Every resident's participation in assisted living shall be provided with sufficient information regarding the residence to make informed choice regarding participation and acceptance of services;
2. Every resident's civil and religious liberties including the right to independent personal decision and knowledge of available choices, shall not be infringed;
3. Every resident shall have the right to have private
4. Communications and consultation with his or her physician, attorney, and any other person;
5. Every resident, residents representative and residents legal representative, if any, shall have the right to present grievances on behalf of himself or herself or others, to the residences staff, administrator or assisted living operator, to governmental officials, to long term care ombudsmen or to any other person without fear of reprisal, and to join with other residents or individuals within or outside of the residence to work for improvements in resident care;
6. Every resident shall have the right to manage his or her own financial affairs;
7. Every resident shall have the right to have privacy in treatment and in caring for personal needs;
8. Every resident shall have the right to confidentiality in the treatment of personal, social, financial and medical records, and security in storing personal possessions;
9. 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;
10. 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;
11. Every resident shall have the right not to be coerced or required to perform work of staff members or contractual work;
12. Every resident shall have the right to have security for any personal possessions if stored by the operator;
13. 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;
14. 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;
15. Every resident shall have the right to include their signed and witnessed version of the events leading to an accident or incident involving such resident shall have the right to receive visits from family members and other adults of the residents choosing without interference from the assisted living residence; Also
16. 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, that if a resident, resident representative or legal representative agrees in writing to a specific rate or fee increase through an amendment of the residency agreement due to the residents need

for additional care, services or supplies, the operator may increase such rate or fee upon less than forty-five days written notice.

17. Every resident of an assisted living residence that is also certified to provide enhanced assisted living and/or special needs assisted living shall have a right to be informed by the operator, by a conspicuous posting in the residence, on at least a monthly basis, of the then-current vacancies available, if any, under the operator's enhanced and/or special needs assisted living program.

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

Exhibit 14 Resident Grievances and Recommendations

Policy:

Residents have a right to present grievances or recommendations for changes or improvements without fear of reprisal.

The Operator will post the procedure for grievances or recommendations visibly in a common area.

Procedure:

1. Grievances and recommendations must be presented in writing. A grievance/recommendation form will be available at the front desk. If a staff member receives a verbal grievance or recommendation, the staff member should direct, and if appropriate, assist the Resident in completing a written grievance or recommendation.
2. Grievances and recommendations may be placed in the Suggestion Box located in the Community Room or given to the Administrator or the appropriate department head. The appropriate department head will deliver any grievances and recommendations received by them to the Administrator for initial review and assignment.
3. Grievances may be signed by the resident, but a signature is not required. Residents wishing to remain anonymous may place their grievance or recommendations in the Suggestion Box without signature.
4. Grievances and recommendations will remain confidential and staff member will take proper measures to safeguard resident privacy.
5. The Administrator or his or her designee will collect grievances and recommendations from the Suggestion Box on a weekly basis, and after an initial review, assign them to the appropriate department head for resolution or action.
6. The assigned department head must work to resolve the grievance or respond to the recommendation within a reasonable time after its receipt. Responses to signed grievances will be in writing and delivered to the Resident. Responses to anonymous grievances will be in writing and delivered to the Resident Council.
7. If the Resident finds the response unacceptable, the Resident should make an appointment with the Administrator to discuss the grievance or recommendation. If the Resident has presented an anonymous grievance or recommendation via the Suggestion Box and finds the response to the grievance or recommendation unacceptable, the Resident should submit another grievance or recommendation indicating that it is the Second Request using the Suggestion Box.
8. Any grievances that are not resolved will be referred to the local Long Term Care Ombudsman.
9. The Administrator will present information regarding resident grievances and recommendations to the Quality Improvement Committee, which will review such grievances and complaints and make recommendations as appropriate. The Administrator will respond to these recommendations as appropriate.

Exhibit 15 Special Needs Assisted Living Residence Addendum to Residency Agreement

This is an addendum to a Residency Agreement made between
SOSF Ventures L.P. (the "Operator"), _____,
(the "Resident or You"), _____,
(the "Resident's Representative"), and _____,
(the "Resident's Legal Representative"). Such Residency Agreement is dated
_____.

This addendum adds new sections and amends, if any, only the sections specified in this addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Agreement. This addendum must be attached to the Residency Agreement between the parties.

The Operator is currently approved to provide:

- a. Assisted Living services up to 99 persons
- b. Enhanced Assisted Living Residence services up to 25 persons
- c. Special Needs Assisted Living services up to 24 persons

1. Special Needs Assisted Living Certification.

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at Fredonia Place of Williamsville located at 201 Reist Street, Williamsville, NY 14221.

2. Request for and Acceptance of Admission

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

APPROVED BY	
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
NYS DOH REGIONAL OFFICE	
INITIALS <u>SW</u>	DATE <u>3.15.2021</u>

3. Specialized Programs, Staff Qualifications and Environmental Modifications

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

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

4. Addendum Agreement Authorization.

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

Dated: _____

(Signature of Resident)

Dated: _____

(Signature of Resident's Representative)

Dated: _____

(Signature of Resident's Legal Representative)

Dated: _____

(Signature of Operator or Operator's Representative)

APPROVED BY	
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
NYSDOH REGIONAL OFFICE	
INITIALS <u>SW</u>	DATE <u>2/5/2021</u>

Exhibit 16 Special Needs Assisted Living Residence (SNALR) #1

Specialized Services –Specialized services to be provide in the SNALR include:

1. Accommodations in a secured unit to prevent elopement;
2. Private dining room;
3. A program of activities geared toward residents with memory impairment; and
4. Additional staff with specialized training in serving residents with dementia or Alzheimer's disease.

Staffing:

- a. 2 Resident Aides per shift
- b. 1 Medication Aide from 6:30 am to 11:00pm
- c. 1 LPN in the facility from 6:30 am to 11:00pm
- d. Additional staff will be obtained when 75% of residents on SNALR are receiving EALR services

Environmental Modifications:

Delayed Egress Doors that automatically unlock in the event of a fire alarm activation

Secured Outside Courtyard

Window Stoppers

NFPA 13 Sprinklers

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 (UTIs): 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

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NYSDOH REGIONAL OFFICE	
INITIALS <u>SW</u>	DATE <u>2/5/2021</u>

Exhibit 17 Enhanced Assisted Living Residence Addendum to Residency Agreement

This is an addendum to a Residency Agreement made between
SOSF Ventures L.P. (the "Operator"), _____,
(the "Resident or You"), _____,
(the "Resident's Representative"), and _____,
(the "Resident's Legal Representative"). Such Residency Agreement is dated
_____.

This addendum adds new sections and amends, if any, only the sections specified in this addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Agreement. This Addendum must be attached to the Residency Agreement between the parties.

1. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Fredonia Place of Williamsville located at 201 Reist Street, Williamsville, NY 14221

2. Physician Report

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

1. Your physician has physically examined You within the last month prior to Your admission into this Enhanced Assisted Living Residence; and You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

3. Request for and Acceptance of Admission

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

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

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

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

5. Aging in Place

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

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

If You reach the point where You are in need of 24 hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, the Operator will initiate proceedings for the

termination of this Agreement and to discharge You from residency, ~~UNLESS~~ each

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of the following conditions are met:

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

7. Addendum Agreement Authorization

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

Dated: _____ (Signature of Resident)

Dated: _____ (Signature of Resident's Representative)

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

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

APPROVED BY	
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
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INITIALS <u>SW</u>	DATE <u>2.15.2021</u>

Exhibit 18 Enhanced Assisted Living Residence (EALR) #1

Specialized Services:

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

Staffing:

- e. Same as Enriched Housing Community under section I B.6
 - i. 1 Resident Aide per shift
 - ii. 1 Medication Aide per shift
 - iii. 1 LPN in the facility from 6:30 am to 11:00pm
- f. 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 (UTIs): 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.

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INITIALS <u>SW</u>	DATE <u>2.15.2021</u>

Exhibit 19 Sisters of St. Francis of the Neumann Communities
Addendum to Residency Agreement

This is an addendum to a Residency Agreement made between SOSF Ventures L.P. (the "Operator"), _____ (the "Resident or You"), _____ (the "Resident's Representative"), and _____ (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

The Operator and the Sisters of St. Francis of the Neumann Communities are parties to the Congregate Living Lease Agreement with an effective date of November 20, 2018 (the "Congregate Living Lease Agreement") the terms and conditions of which are incorporated herein by reference. To the extent there is a conflict between the Residency Agreement and the Congregate Living Lease Agreement, the terms and conditions of the Congregate Living Lease Agreement shall control so long as the terms and conditions therein do not conflict with any applicable statutory or regulatory provisions of New York law regarding adult care facilities.

This addendum adds new sections and amends, if any, only the sections specified in this addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Agreement. This Addendum must be attached to the Residency Agreement between the parties.

The benefits conferred in Section I of this Addendum are restricted to the Sisters of St. Francis of the Neumann Communities. The fee arrangement in Section II of this Addendum is further restricted to: 1) the Sisters of St. Francis of the Neumann Communities, who resided at the 201 Reist Street, Williamsville, NY 14221 prior to its sale to Reist Street Holdings, L.P. and who wish to continue to reside at the Facility upon Department of Health licensure and 2) the

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individual Sisters of St. Francis of the Neumann Communities, who are named on Exhibit A of the Congregate Living Lease Agreement, and were promised admission to the Facility at the rates stated in Section II of this Addendum at such time as they desire to reside at the Facility. Sisters of St. Francis of the Neumann Communities, not promised the rates stated in Section II, who seek admission to reside at the Facility will be given priority over any Facility waiting list but will be required to pay the market rates for residency as stated in Exhibit 8.

Admission to Fredonia Place of Williamsville by a Sister of St. Francis of the Neumann Communities does not preclude any arrangements with preferred health care providers

I. Reserved Rights of Sisters of St. Francis

1. Collectively, the Sisters of St. Francis shall be given apartments consistent with the Congregate Living Lease Agreement, within one or more, specifically designated living areas within the Facility;
2. In addition to the furnishings listed in Exhibit 2, each apartment in which a Sister of St. Francis resides will include a reclining chair and a nightstand.
3. Collectively, the Sisters of St. Francis have the right to reside in the Facility until the Death of the last remaining Sister who receives reduced residency rates, so long as each Sister, individually, remains appropriate for care in this setting and does not require care beyond what the Operator is licensed to provide.
4. The Archives of the Sisters of St. Francis will be housed in a location at the facility, designated by the Operator and agreed upon by the Sisters of St. Francis. The Sisters of St. Francis will have uninhibited access to the mutually agreed upon location within the facility and the location will serve no other purpose related to the operation of the adult care facility. The location will not be accessible to facility staff, other than for regular maintenance and housekeeping. The Operator, by its affiliate, Reist Street Holdings, L.P., and the Sisters of St. Francis are parties to the Office Lease Agreement with an

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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. Fee Arrangement for Sisters of St. Francis

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 only with EALR service. 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:

Traditional Assisted Living – Studio Apartment	APPROVED BY \$2,975 DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE NYSDOH REGIONAL OFFICE INITIALS <u>SW</u> DATE <u>2/18/21</u>
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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 Residency fees for Enhanced Assisted Living services are described below:

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

V. Addendum Agreement Authorization

APPROVED BY	
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
NYSDOH REGIONAL OFFICE	
INITIALS <u>SW</u>	DATE <u>2/18/21</u>

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

Effective Date: _____ Date of Occupancy: _____

Date (Signature of Resident)

Date (Signature of Resident's Representative)

Date (Signature of Resident's Legal Representative)

Date (Signature of Operator or the Operator's Representative)

APPROVED BY	
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
NYSDOH REGIONAL OFFICE	
INITIALS <u>SW</u>	DATE <u>2 / 18 / 21</u>

Exhibit 20 Pet Addendum to Residency Agreement

This is an addendum to a Residency Agreement made between SOSF Ventures L.P.
(the "Operator"), _____ (the
"Resident or You"), _____
(the "Resident's Representative"), and _____
(the "Resident's Legal Representative"). Such Residency Agreement is dated
_____.

The Resident desires to keep a pet in Resident's room (the "Room"), and Operator consents on the following terms and conditions:

1. The Resident agrees to pay the non-refundable Pet Fee. No pet shall be allowed in any part of the interior of Community other than the Room, unless allowed by Operator;
2. No more than one (1) Pet is allowed to resident in an apartment, unless allowed by Operator. Permitted pets are limited to cats, fish, or other domestic animal as permitted by Operator, in Operator's sole discretion. Such Pets must be of size and breed approved by Operator in Operator's sole discretion;
3. The Resident must be able to manage all aspects of pet care, independently of Community staff, including feeding, grooming, waste management, and flea control. Should pest control be necessary in the Resident's apartment, the charge will be billed to the Resident's account.
4. The Resident shall be responsible for keeping all areas when pets are housed clean/odorless, safe and free of pests and parasites. If cat owner does not arrange for waste disposal to be provided by the Community, Resident must dispose of soiled cat litter in tied, plastic bags if not.
5. The Resident will maintain and provide evidence to Operator of current and proper immunizations of the pet, in accordance with the laws, regulations and health customs of the town in which the Community is located. Such documentation must be completed and submitted to Operator prior to the pet moving into Community, and shall be kept current by the Resident/Responsible Person;
6. The Resident will provide the Community with current contact information for the Pet's Veterinarian;
7. Resident will prevent the pet from causing any disturbance of other Community residents. When the pet is not within the Room, it will be under the immediate supervision and responsibility of Resident;

8. If Resident is for any reason unable to care for their pet, it is the responsibility of the Resident to arrange for alternate arrangements and proper care;
9. The Operator reserves the right to request pets be temporarily removed from an apartment for purposes including, but not limited to, maintenance/repair services and extermination services.
10. The Resident will be responsible for any injury to any person, and damage to the premises caused by the pet. The Resident/Responsible Person agrees to defend and indemnify the Community for any injury to person or damage to property caused by the Pet;
11. Upon termination of this Agreement, the Resident agrees to be responsible for payment for professional cleaning, shampooing, pest eradication and deodorizing, or interior replacements (if necessary) of the Room or the common areas of the Community.
12. The Resident/Responsible Person agrees to pay Community the monthly pet fee in the amount of \$_____ (the "Pet Fee") for any month, or partial month, when a pet resides at the Community; and

If the Resident is unable to meet the above conditions, the Pet will be removed within 3 days after receiving notice from Operator.

With respect to the above, Operator will follow all regulations regarding a bona fide service animal.

Whenever the Community learns of an animal's death on its property, the pet's owner will be arrange for the animal's removal. Funeral arrangement, cremation or other disposal method of the animal will be the sole responsibility of the animal owner.

Severability. If any term or section of this Attachment is determined to be void or invalid, all remaining terms and sections of this Attachment shall remain in full force and effect.

[The remainder of this page has been intentionally left blank]

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, including the terms set forth in this paragraph.

Effective Date: _____ Date of Occupancy: _____

Date

(Signature of Resident)

Date

(Signature of Resident's Representative)

Date

(Signature of Resident's Legal Representative)

Date

(Signature of Operator or the Operator's Representative)

Exhibit 21 Consumer Information Guide Assisted Living Residence

**CONSUMER INFORMATION GUIDE:
ASSISTED LIVING RESIDENCE**

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INTRODUCTION

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

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

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

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

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

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

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

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

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

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

WHO OPERATES ALRs?

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

PAYING FOR AN ALR

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

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

TYPES OF ALRs AND RESIDENT QUALIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

An example of a person who could be in a Special Needs ALR, is one who develops dementia with associated problems, needs 24-hour supervision, and needs additional help completing his or her activities of daily living. The Special Needs ALR is required to have a specialized

plan to address the person's behavioral changes caused by dementia. Some of these changes may present a danger to the person or others in the Special Needs ALR. Often such residents are provided medical, social or neuro-behavioral care. If the symptoms become unmanageable despite modifications to the care plan, a person may need to move to another level of care where his or her needs can be safely met. The ALR's case manager is responsible to assist residents to find the right residential setting to safely meet their needs.

Comparison of Types of ALRs

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

HOW TO CHOOSE AN ALR

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

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

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

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

Location: Is the residence close to family and friends?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

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

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

APPLYING TO AN ALR

The following are part of entering an ALR:

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

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

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

An Assisted Living Model Residency Admission Agreement is available on the New York State Health Department’s website at:

http://www.nyhealth.gov/facilities/assisted_living/docs/model_residency_agreement.pdf.

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

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

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

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

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

LICENSING AND OVERSIGHT

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

INFORMATION AND COMPLAINTS

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

or toll free at 1-866-893-6772. The New York State Long Term Care Ombudsman Program can be reached at 1-800-342-9871.

Glossary of Terms Related to Guide

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**State of New York
Department of Health**

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