EDEN HEIGHTS OF WEST SENECA

RESIDENCY AGREEMENT

EDEN HEIGHTS OF WEST SENECA
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RESIDENCY AGREEMENT

A. This agreement is made between Eden Heights of West Seneca Operating, LLC d/b/a Eden Heights of West Seneca, the "Operator", _____ (the "Resident" or "You"), _____ (the "Resident's Representative", if any) and _____(the "Resident's Legal Representative", if any).

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate 3030 Clinton Street, West Seneca, New York 14224 an Assisted Living Residence (the "Residence" or the "Community") known as Eden Heights of West Seneca and as an Adult Home.

B. You have submitted a written report from Your physician to Operator which report states that (a) Your physician has physically examined You within the last month; and (b) You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

You have requested to become a Resident at The Residence and the Operator has accepted Your request.

AGREEMENTS

I. Housing Accommodations and Services.

Beginning on _____ *(Insert beginning date of residency)* 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. You may occupy and use a private () or semiprivate () room, or the room identified on Exhibit l.A.1., subject to the terms of this Agreement.

2. Common areas. Residents will be provided with unrestricted access to the common areas of the Community such as lounges and recreation rooms 24 hours a day, 7 days a week for scheduled group activities or unscheduled group or individual recreation. Whenever a common area is temporarily unavailable for maintenance or administrative activities such as staff training, other common areas suitable for recreation will remain available for resident use.

3. Furnishings/Appliances Provided by the Operator

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

4. Furnishings/Appliances Provided by You

Attached as Exhibit I.A.4. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by You in Your room. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

B. Basic Services

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

1. **Meals and Snacks.** Three (3) nutritionally well-balanced meals per day and one (1) snack per day are included in Your Basic Rate (defined below). Our basic meals/snacks are prepared with no added salt. Food and drinks will be available for Resident consumption through the Wellness Center 24/7. If a Resident has a medical condition that they require a specific snack for, it will be made available on the med cart and distributed per a doctor's order. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: Consistent Carbohydrates Diet (CCD), regular, ground consistency and/or pureed consistency.
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 Community.
3. **Housekeeping.** The Operator will provide vacuuming, trash collection and general housekeeping services on an once weekly basis or as otherwise needed in keeping with Your needs.
4. **Linen Service.** The Operator will provide towels and washcloths, pillow, pillowcase, blanket, a minimum of two bed sheets, and bed spread; all in clean and in good condition.

5. **Laundry of Your personal Washable clothing.** The Operator is responsible for laundry of Your personal washable clothing at least once a week or as often as necessary. The Operator is not responsible for dry cleaning, non-washable items, lost or damaged clothing or other personal articles unless loss or damage is due to the negligence or intentional acts of the Operator or its agents. For dry cleaning or the cleaning of non-washable items, please contact the concierge to arrange pick-up and delivery with outside service providers.

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

7. **Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will be provided delivered by appropriate staff and 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.** Personal care services available to all ALR residents will include up to 3.75 hours per week of direction and some assistance with grooming, dressing, bathing, toileting, walking, medication acquisition and storage & disposal and ordinary movement from bed to chair or wheelchair, eating (excluding feeding), using central dining services, meal consumptions, participation in the program of activities, assistance with self-administration of medication, and the taking and recording of

monthly weights. Services for each resident are detailed in the resident's Individualized Services Plan (ISP). Personal care services provided in excess of 3.75 hours/week may require that the resident pay a higher monthly fee. Detailed fees are included in Exhibit III.C of this Agreement's rate or fee schedule.

9. **Development of Individualized Service Plan**. An Individualized Service Plan (ISP) will be developed to address the resident needs. Development of the Individualized Service Plan includes ongoing review and revision as necessary. This Individualized Service Plan will be reviewed and revised every six months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing needs.

C. Additional Services.

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

D. Licensure/Certification Status.

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

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II. Disclosure Statement

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

III. Fees

A. Basic Rate

Assisted Living Residences are permitted to charge for services on a flat fee basis, where the Basic Services in Section IB are included in a single fee, or a tiered fee basis, where charges for Basic Services in Section IB are determined by the type of services provided or the number of hours of care provided. This is referred to as the "Basic Rate". This community/residence operates with ***tiered fee*** Basic Rate Structure.

Select all that apply

☐ The Resident ☐ The Resident's Representative

☐ The Resident's Legal Representative

☐ Other, please specify: ***Insert Other, if applicable***

agree that they will pay, and the Operator agrees to accept the following payment in full satisfaction of the Basic Services described in Section I.B. of this Agreement (*the "Basic Rate")*. The Basic Rate as of the date of this Agreement is ($ per month).

The Community operates with a Basic Rate and a Tiered Fee Agreement. The Tiered Fee is determined on a case-by-case basis and is updated whenever there is a change in condition. The Basic Rate includes the monthly charges for accommodation, assistance with self-administration of medication and medication management and 3.75 hours of

personal care assistance per week. The Tiered fee (*"Level of Care Fee*") is based upon Your service needs above what the Basic Rate provides. Your Tiered Fee will be determined by the level of care each Resident requires. The types of services provided and who will be providing care, if other than staff of the Operator, is set forth in detail in Exhibit III.A.2. The fee for each "tier" of care is set forth in Exhibit III.C.

B. Supplemental, Additional or Community Fees

The Residency Agreement includes a description of supplemental and additional fees from the Operator directly or through arrangements with the Operator, stating who provides such services if not the Operator, and provide a detailed explanation of the services and amenities covered by the rates, fees or charges. See Exhibit I.C..

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 a Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident *(See section III.E).*

A Community fee is a one-time fee that the Operator may charge at the time of admission. Exhibit III.B. identifies what additional services, supplies, and amenities the Community Fee pays for. The Operator must clearly inform the prospective Resident what additional services, supplies, or amenities the Community fee pays for and what the amount of the Community fee will be, as well as any terms regarding refund of the Community Fee. The prospective Resident, once fully informed of the terms of the Community fee, may choose whether to accept the Community fee as a condition of residency in the Residence, or to reject the Community fee and thereby reject residency at the Residence. Any charges by

the Operator, whether a part of the Basic Rate, Supplemental, Additional or Community fees, shall be made only for services and supplies that are actually supplied to the Resident. There is a one-time non-refundable community fee of $2500.

C. Rate or Fee Schedule

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

D. Billing and Payment Terms

Payments are due on the first (1st) day of the month and shall be delivered to Eden Heights of West Seneca 3030 Clinton Street, West Seneca, New York 14224. Any payments RECEIVED by the Community after 5 p.m. on the fifth (5th) day of the month when due, any outstanding balance will incur a late charge of one and one-half (1.5%) percent interest per month. The Resident or the Resident's Representative or Legal Representative, if any, shall have the right to contest that there has been late payment or that such sums are actually due under this Agreement and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties. Upon admission, each Resident, their Representative or Legal Representative will pay the first month's total monthly Basic Rate, pro-rated for the number of days remaining in the month of admission and the Community Fee, if not paid

in advance. In addition, if the Resident moves in after the twenty-fifth (25th) of the month, they will be asked to pay for the next month in full.

In accordance with 18NYCRRR 487.6(f)(1), at the time of discharge or termination of this Agreement, but in no case more than three (3) business days after the Resident leaves the Residence, the Operator shall provide the Resident or the Resident's representative with: (i) a final written accounting of the Resident's payment and personal fund accounts: (ii) a check for the outstanding balance, if any; and (iii) any property or things of value held in trust or in custody by the operator. You are charged for the day of admission up through and including the day of discharge (Discharge Date). The Community does not accept donations. If any belongings are left in a room the Basic Rate will continue until such a time the room is completely cleaned out. If all furnishings and personal belongings have not been removed from the room at the Community, the Resident's belongings may be removed and held in trust and the Resident may be charged for storage.

In the event the Resident, Resident's Representative or Resident's legal representative, as applicable, is no longer able to pay for services provided for in this Agreement or additional services or care needed by the Resident, the Operator may issue a notice of termination, as more fully described in Section XIII.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five *(45)* days prior to the effective date of the rate or fee increase except in the following circumstances:

a) If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Level of Care 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.

b) 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.

c) 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.

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.

F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section l.A.1 above in the event of Your absence. The charge for this reservation is equal to Your current Basic Rate per month. (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 indefinite if the Basic Rate continues to be paid in full and on time and all other terms and conditions of this Residency Agreement are complied with. A provision to reserve a residential space

does not supersede the requirements for termination as set forth in Section XIII of this Agreement. You may choose to terminate this Agreement rather than reserve such space but must provide the Operator with any required notice.

G. Room Changes

In limited circumstances, the Operator may need to relocate You from your room identified in Section I.A.1 ("Original Room") to another room ("Substitute Room"), such as (1) to comply with any applicable law or an order of any court, (2) to renovate any portion of the building, (3) to perform routine or unscheduled maintenance, (4) to make a roommate assignment, or (5) to address an ongoing health or safety issue. The Operator will make every effort to provide You with advanced notice and a reasonably comparable room. If You are relocated to another room, no increase will be made to your then-current monthly rate for accommodations and basic services. If You are relocated from a private room to a semi-private room, your then current monthly rate for housing accommodations and basic services will be adjusted to reflect the then-current rate for the semi-private room. If the reason for your relocation has been resolved, you will have the choice of returning to your Original Room at your then-current monthly rate for housing accommodations and basic services or remaining in the Substitute Room at its then-current rate for housing accommodations and basic services.

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 Date, the Operator must provide You, Your

Resident Representative or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Community, a check for the outstanding balance of any advance payments on the basis of a per diem proration, if any, and any property or things of value held in trust or custody by the operator under Section VI of this agreement

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

If You die without a will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County wherein the Community is 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 following admission and during Your residency, and the Operator has agreed to accept such transfer, the Operator must enumerate the items given or promised to be given and attach to this Agreement a listing of the items given or to be transferred. Such listing is attached as Exhibit V. and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

VI. Property or Items of Value Held Temporarily in the Operator's Custody for You.

If, upon admission or any other time, You wish to place property or things of value in the Operator's custody and the Operator agrees to accept the responsibility of such custody,

the Operator must enumerate the items so placed and attach to this Agreement a listing of such items. Such listing is attached as Exhibit VI. of this Agreement.

VII. Fiduciary Responsibility.

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

VIII. Tipping

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

IX. Personal Allowance Accounts

Some recipients of Supplemental Security Income (SSI) may be entitled to a monthly personal allowance in accordance with Social Services Law. 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.

You agree to inform the Operator if you receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds. SSI is a federal program for those who meet the definition of disabled and have limited income and

resources. Information regarding SSI is available ahttps://otda.ny.gov/programs/disability-determinations/.

SNA provides cash assistance to eligible individuals who meet specific criteria. SNA information is available online at https://otda.ny.gov/programs/temporaryassistance/.

You must complete the following:

I receive SSI funds_____ or I have applied for SSI funds_____

I receive SNA funds_____ or I have applied for SNA funds_____

I do not receive either SSI or SNA funds_____

If You have a signatory to this Agreement besides Yourself and if that signatory does not choose to place Your personal allowance funds in a Community 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 Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. An operator shall not exclude an individual on the basis of an individual's mobility impairment and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with federal, state, and local laws.

2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether the individual is appropriate for admission.

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

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

XI. Rules of the Residence

Attached as Exhibit XI. and made a part of this Agreement are the Rules of the Residence for this Community. By signing this agreement, You and Your Resident's Representative or Legal Representative agree to obey all the reasonable Rules of the Residence.

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

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

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

B. The Resident's Representative, if any, shall be responsible for the following: Sections 1 through 7 above.

C. The Resident's Legal Representative, if any shall be responsible for the following: Sections 1 through 7 above.

XIII. Termination and Discharge

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

1. By mutual agreement between You and the Operator;
2. Upon thirty (30) days' notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility;
3. Upon thirty (30) days written notice from the Operator to You, Your 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 if You object to the termination, termination is permissible only if the Operator initiates a proceeding in a court of competent jurisdiction and that court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Community 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 (30) 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, staff or visitors, or which substantially interferes with the orderly operation of the Community.
5. The Operator has had their 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 Community to other residences or is making other provisions for the Residents' continued safety and care.

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, which must be at least 30 days after delivery of notice, and include 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.

You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, the Operator, in order to

terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of the Operator.

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

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

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

The Resident and/or Responsible Party, if any, shall hold the Operator harmless from and indemnify the Operator for any final judgment of a court of competent jurisdiction, by reason of Resident's negligence or improper use or care of the Community's or others' property and/or failure of Resident and/or Responsible Party, if any, to comply with any of the terms and conditions of this residency agreement as determined by a court of competent jurisdiction; provided however, the preceding language shall not be construed as a waiver of the Resident’s right to maintain an action for breach of the warranty of habitability or breach of this residency agreement, nor shall it be deemed a waiver of the Resident’s right to manage his/her financial affairs or right to express grievances, and You.The Responsible Person, if any, retain any and all rights under law and equity, to contest the imposition of any such costs and fees, and to assert any claims they would have against the Operator for damages, losses, liabilities, obligations, property damages or other expenses of any type

(including court costs and attorney fees) as ordered by a court of competent jurisdiction resulting from, arising, out of or related to, the acts or omissions of the Operator or its employees, agents or contractors.

In accordance with 18NYCRRR 487.6(f)(1), at the time of discharge or termination of this Agreement, but in no case more than three (3) business days after the Resident leaves the Residence, the Operator shall provide the Resident or the Resident's representative with: (i) a final written accounting of the Resident's payment and personal fund accounts: (ii) a check for the outstanding balance, if any; and (iii) any property or things of value held in trust or in custody by the operator. You are charged for the day of admission up through and including the day of discharge (Discharge Date). The Community does not accept donations. If any belongings are left in a room the Basic Rate will continue until such a time the room is completely cleaned out. If all furnishings and personal belongings have not been removed from the room at the Community, the Resident's belongings may be removed and held in trust and the Resident may be charged for storage.

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 thirty (30) days' 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 Yourself of 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 Community to other residences or is making other provisions for the Residents' continued safety and care.

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

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

XV. Resident Rights and Responsibilities

Attached as Exhibit XV and made a part of this Agreement is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a readily visible common area in the Community. 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 Community's operations and programs are attached as Exhibit XVI. and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Community.

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

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

XVII. Miscellaneous Responsibilities and Supplemental Services and Supplies

1. This Residency Agreement guarantees that charges for supplemental services and supplies shall be made only at the Resident's option and only for services and supplies actually provided to the Resident.

2. In the event that any portion of this Residency Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, then the validity and enforceability of the remaining portions shall not be affected.

3. Subject to applicable laws and regulations, delay or failure on the part of the Community or Operator to bring any action or enforce any rights as against the Resident

and/or Resident's Representative or Legal Representative, if any, shall not be a waiver of the Community's or Operator's rights.

4. This Residency Agreement is binding on the Operator and Resident and Responsible Party, if any, to the extent permitted by law.

XVIII. Access to Your Room

The Community's staff may enter the Resident's room at reasonable times and for reasonable purposes, including inspection, maintenance and other services described in this Residency Agreement.

Prior to entering a resident's room, every effort will be made to notify a Resident that a community employee will enter or has entered his or her room for non-routine events and emergency purposes. In addition, the Community is licensed as an Adult Home by the New York State Department of Health and, as such, a duly authorized agent of the New York State Department of Health may, after providing proper identification and stating the purpose of his or her visit, enter and inspect the entire Community, including Resident's room, at any time without advance notice.

You may not change any lock or add any locking device to your room. You may not make any structural or physical changes to your room.

XIX. Miscellaneous Provisions

1. This Agreement constitutes the entire Agreement of the parties.

2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.

3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three years after the Agreement is terminated. The parties further agree that such agreements and 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.

(*Signature page follows*)

XX. Agreement Authorization

We, the undersigned, reflect all parties to be charged under this Agreement, 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

_____
Day & Night Telephone #'s & e-mail address

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

_____
Day & Night Telephone #'s & e-mail address

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

XXI. Personal Guarantee of Payment (Optional)

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

_____personally, guarantees payment of charges for Your Basic Rate.

_____personally, guarantees payment of charges for the following services, materials, or equipment, provide to You, that are not covered by the Basic Rate are mentioned in Exhibit I.C, Section III.B. and Section III.E, for which the Guarantor is responsible:

Signature of Guarantor: _____

Name of Guarantor: _____

Address of Guarantor: _____

Telephone Number of Guarantor: _____

E-Mail Address of Guarantor: _____

Date: _____

XXII. Guarantor of Payment of Public Funds (Optional)

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.

_____
Guarantor's Name (Print)

_____
Guarantor's Signature

_____
Date

EXHIBIT I.A.1.

IDENTIFICATION OF ROOM

Resident Name: _____

As of the date of Your admission, your room will be Unit Number: _____,

private ☐

shared ☐

deluxe private ☐

suite ☐

EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

The following will be provided and maintained by the facility:

(i) a standard single bed, well-constructed, in good repair, and equipped with:

  (a) clean springs maintained in good condition;

  (b) a clean, comfortable, well-constructed mattress, standard size for the bed; and

  (c) a clean comfortable pillow of average bed size.

(ii) a chair;

(iii) a table;

(iv) a lamp;

(v) lockable storage facilities, which cannot be removed at will, for personal articles and medications;

(vi) individual dresser and closet space for the storage or resident clothing;

(vii) two sets of sheets, pillowcase, at least one blanket, a bedspread, towels and wash cloths, soap and toilet tissue;

(viii) a hinged, lockable entry door; and

(ix) in the case of a shared bathroom, hinged, lockable door to ensure privacy.

EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Items not allowed include:

a. Throw rugs

b. Extension cords

EXHIBIT I.C.

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

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

ITEM	BASIS FOR THE ADDITIONAL CHARGE
Dry cleaning	[] Retail pricing_____
Professional Hair Grooming	[] Retail pricing_____
Personal Toilet Articles (ex gloves)	[] Retail pricing_____
Commissary Goods	[] Retail pricing_____
Extraordinary Activities Supplies	[] Retail pricing_____
Special Cultural Events	[] Retail pricing_____
Recreational	[] Retail pricing, when required_____
Long Distance Telephone Calls (service provided by Verizon)	[] Retail pricing_____
Basic Cable Television in Room (service provided by Spectrum	[] Retail pricing_____
Pet Fee (See policy at Exhibit XXIII)	[] $1,000 non-refundable, one-time per pet
Community Fee	[] $2,500, one-time fee Not refundable
Other (Specify)-	
Any room or community damages Above normal wear and tear	[] Retail pricing _____
_____	_____
_____	_____

_____ _____
Resident's Signature Date

_____ _____
Resident's Representative Signature Date

_____ _____
Operator or Designee's Signature Date

EXHIBIT I.D.

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 Community, however, will make every effort to assist you in obtaining appropriate home care or health care services if You so desire, and will coordinate the care provided by the Operator and the additional nursing, medical and/or hospice services.

EXHIBIT II.

DISCLOSURE STATEMENT

Eden Heights of West Seneca Operating, LLC d/b/a Eden Heights of West Seneca ("The Operator") as operator of *Eden Heights of West Seneca* ("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 XXX of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate at *3030 Clinton Street, West Seneca, New York 14224* an Assisted Living Residence as well as an Adult Home.
4. The owner of the real property upon which the Residence is located is *Nelson Brothers West Seneca, LLC*.

   The following individual are authorized to accept personal service on behalf of such real property owner*: Wayne Kaplan, 3030 Clinton Street, West Seneca, New York 14224*
5. The Operator of the Residence is *Eden Heights of West Seneca Operating, LLC.* The mailing address of the Operator is *3030 Clinton Street, West Seneca, New York 14224*. The following individuals are authorized to accept personal service on behalf of the Operator: *Wayne Kaplan, 3030 Clinton Street, West Seneca, New York 14224.*
6. List any ownership interest in excess of 10% on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Residence.

   None.
7. List any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of The Residence, in the Operator.

None.

8. Residents may receive services from service providers with whom the operator does not have an arrangement.
9. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
10. The facility accepts both private pay funds, long-term care insurance, and public funds are available for payment for residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services.
11. 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.
12. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-855-582-6769 to request an Ombudsman to advocate for the resident.

    1-716-817-9222 or 1-844-527-5509 is the Local LTCOP telephone number. The NYSLTCOP web site is https://ltcombudsman.ny.gov/.

EXHIBIT III.A.2.

TIERED FEE ARRANGEMENTS:
LEVELS OF CARE

This Community charges a monthly basic rate for Housing Accommodations and all the Basic Rate services as indicated in Section I.A. and I.B. (which includes room, board and a minimum of 3.75 hours per week of personal care, housekeeping services, linens, activities), and a level of care fee based on the needs of each Resident. The services provided and fees for each ""level of care" are set forth below. If a Resident moves to a higher level of care, charges associated with the higher level (and prorated to the actual days in the higher level of care for periods of less than one month) will be evaluated commencing with the first date the Resident receives the services associated with the higher level of care. The cost of each level is outlined in Exhibit III.C. Written notification of any Basic Rent increase will be mailed or E-mailed to the Resident, the Resident's representative and/or the Resident 's legal representative at least forty-five (45) days in advance of the change or increase taking effect.

Residents will be evaluated upon admission, thirty (30) days after admission, 6 months post admission, annually and annually thereafter. In addition, a resident will be evaluated as often as a change of condition warrants, all in consultation with the Resident’s physician. The Resident will be evaluated by the Case Manager, Administrator or Wellness Director utilizing the Level of Care Tool, a copy of which will be provided to the Resident and/or the Resident’s Representative. Documentation of the results of such assessments become part of the Resident’s permanent record. All Levels of Care below include assistance above the Basic Rate. All Basic Rates include a minimum of 3.75 hours of assistance with personal care and medication management and assistance with self-administration.

The levels and scores are as follows:

LEVEL OF CARE:

Care Level I	For scores from 1.0 – 10.0 Assistance, including consistent verbal queuing and set-up, for an individual that requires **intermittent** assistance with Activities of Daily Living (ADLs): grooming, bathing, dressing, toileting, and above the included 3.75 hours per week.
Care Level II	For scores from 11.0 – 20.0 Assistance, including consistent verbal queuing and stand-by, for an individual that requires **continual** assistance with Activities of Daily Living (ADLs): eating (cut up food and special diet), set up for bathing, dressing, toileting, grooming and medication management (self-administration) and consistent reminders to attend activity program and to use assisted devices.
Care Level III	For scores from 21.0 – 30.0 Assistance, including one-on-one assistance, for an individual that requires **total** assistance with Activities of Daily Living (ADLs): hands-on bathing, dressing, grooming, toileting/incontinence, including assistance with ordering incontinence supplies, occasional reminders and help scheduling, and/or complete assistance with changing, including scheduling, cuing and/or encouragement, management, medication management (self-administration).
Care Level IV	For scores from 31.0 and higher The plan includes all of the services provided in Care Level III PLUS temporary for one-to-one behavioral interventions. Any services implemented for safety and preplacement to a Skilled Nursing Facility.

EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

This Community, Eden Heights of West Seneca, charges a one-time $2500.00 fee to be collected prior to or upon admission called a Community Fee. The Community Fee helps defray the expense of additional services and amenities not required by law, including but not limited to internet access, upkeep and maintenance of the Community's coach bus for transportation to community-based activities, private dining room, library, and outdoor courtyard with barbeque. The Community Fee is non-refundable.

EXHIBIT III.C.

EDEN HEIGHTS OF WEST SENECA
RATES AND TIERED FEE SCHEDULE

This statement is a part of the Residency Agreement, and shall specify Operator responsibility to provide and Resident responsibility for payment of the following items:

ACCOMMODATIONS (See Housing Accommodations and Basic Rate Services)

Room Style	Size	Monthly Basic Rate Assisted Living
Shared Room	336 square feet	$3,630
Private Room	290 square feet	$4,590
Deluxe Private Room	336 square feet	$4,750
Suite	400 square feet	$5,230

Tiered Fee Schedule (In addition to the 3.75 hours of personal care assistance per week Basic Rate):

Levels of Care	Level of Care Tool Scores[1]	Monthly Rate
Tiered Care Level I	1.0 – 10.0	$ 500
Tiered Care Level II	11.0 – 20.0	$ 750
Tiered Care Level III	21.0 – 30.0	$1,200
Tiered Care Level IV	31.0 and higher	$2,000

OTHER (Specify):

Community Fee: OBJ nonrefundable [ ] 2500.00

Total amount Due upon move-in: _____

_____ _____
Resident's Signature Date

_____ _____
Resident's Representative Signature Date

_____ _____
Resident's Legal Representative Signature Date

_____ _____
Operator or Designee's Signature Date

[1] See Exhibit III.A.2 and Exhibit XXII.

EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

Listed below are items (i.e. money, property or things of value) that You wish to transfer voluntarily to the Operator upon admission or at any time:

1. _____
2. _____
3. _____

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

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

Adult Care Facility Inventory of Resident Property

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

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

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

EXHIBIT XI.

RULES OF THE RESIDENCE
Eden Heights of West Seneca Rules and Regulations

- Residents are required to participate in fire drills at least once in each calendar quarter and are required to participate in a total evacuation of the building at least once per year.
- Smoking is permitted only in designated areas, which are the indoor smoking room located next to the staff lunchroom.
- The use of candles is prohibited in the facility – electric candles may be used as desired.
- No perishable food is allowed in rooms – unless stored in a proper container such as a cookie tin or covered plastic bowl.
- Courtesy during meals is important to Staff members as well as tablemates and other residents.
- When a Resident is leaving the facility, we prefer he/she be accompanied by a family member, friend or staff member, and he/she must sign out in the sign in and out logbook located near the front entrance.
- If a Resident is going to be out of the facility, it is essential to inform the Wellness Department of your estimated time of return.
- Coffee, Tea and Snacks are available 24 hours a day. Please dispose of empty containers properly.
- Alcoholic beverages are not to be kept in Residents' rooms. All Residents who would like to have alcohol must have a doctor's order on file with the Wellness Department
- The Staff handles residents' personal laundry. Please have your laundry bag with your name clearly visible in your room.
- Residents are not permitted in the Kitchen. We request that you remain seated at mealtimes in order to avoid accidents while being served.
- All Residents' Visitors must sign in and sign out in the logbook located near the Front Office
- Absolutely no tipping is allowed.
- No medication of any sort including over the counter and holistic may be brought into the building or given to the Resident without notification to the Wellness Department and a doctor's order

- No items that heat up (curling irons, irons, etc.) may be brought into or used in the building. These services can be made available through the Activities Department depending on staff availability

- No live Christmas decorations are allowed (trees, wreaths, etc.)

- Families will be asked to remove excess items from any room identified as a fire hazard due to clutter.

- No items may be stored on the heating units.

- No plugs may be altered in any way. This includes using a plug adapter or any extension cord with more than 3 openings.

- Private filming of the staff or Residents or photos of the staff or Residents is not allowed without consent.

- No donations of ANY material items are accepted.

Your cooperation in these matters will be greatly appreciated. This is your home. Please help us keep it lovely and abide by the rules and regulations for your own well-being and safety.

EXHIBIT XV.

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

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

(A) EVERY RESIDENT'S PARTICIPATION IN ASSISTED LIVING SHALL BE VOLUNTARY, AND PROSPECTIVE RESIDENTS SHALL BE PROVIDED WITH SUFFICIENT INFORMATION REGARDING THE RESIDENCE TO MAKE AN INFORMED CHOICE REGARDING PARTICIPATION AND ACCEPTANCE OF SERVICES;

(B) EVERY RESIDENT'S CIVIL AND RELIGIOUS LIBERTIES, INCLUDING THE RIGHT TO INDEPENDENT PERSONAL DECISIONS AND KNOWLEDGE OF AVAILABLE CHOICES, SHALL NOT BE INFRINGED;

(C) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVATE COMMUNICATIONS AND CONSULTATIONS WITH HIS OR HER PHYSICIAN, ATTORNEY, AND ANY OTHER PERSON;

(D) EVERY RESIDENT, RESIDENT'S REPRESENTATIVE AND RESIDENT'S LEGAL REPRESENTATIVE, IF ANY, SHALL HAVE THE RIGHT TO PRESENT GRIEVANCES ON BEHALF OF HIMSELF OR HERSELF OR OTHERS, TO THE RESIDENCE'S STAFF, ADMINISTRATOR OR ASSISTED LIVING OPERATOR, TO GOVERNMENTAL OFFICIALS, TO LONG TERM CARE OMBUDSMEN OR TO ANY OTHER PERSON WITHOUT FEAR OF REPRISAL, AND TO JOIN WITH OTHER RESIDENTS OR INDIVIDUALS WITHIN OR OUTSIDE OF THE RESIDENCE TO WORK FOR IMPROVEMENTS IN RESIDENT CARE;

(E) EVERY RESIDENT SHALL HAVE THE RIGHT TO MANAGE HIS OR HER OWN FINANCIAL AFFAIRS;

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT XVI.

OPERATOR PROCEDURES:
RESIDENT GRIEVANCES AND RECOMMENDATIONS

THE RIGHT TO VOICE COMPLAINTS, GRIEVANCES AND SUGGESTIONS ABOUT THE COMMUNITY'S OPERATIONS

We at Eden Heights of West Seneca, encourage all Residents and Family Members to express their concerns about the community and to suggest remedies or improvements in its policies and service. Eden Heights of West Seneca will try to be responsive to reasonable concerns and suggestions. We also encourage Residents and Family Members to let Staff know when services and policies are satisfactory and should continue unchanged.

PROCEDURE:

Eden Height's Employees are expected to listen courteously and respectfully to complaints. Resident grievances and recommendations will remain confidential. If Employees are able to do so, they will attempt to explain the reason for the procedure or incident in question. If you are not satisfied, Employees will explain the community's steps for making a complaint, which are as follows:

1. Discuss the concern or complaint with the appropriate Department Head or with the Resident Manager. If there is no resolution to the matter or you do not feel comfortable discussing the matter with the above, please…
2. Discuss the concern or complaint with the Executive Director of the community. If there is no resolution to the matter or you do not feel comfortable discussing the matter with the Executive Director, please…
3. Discuss the concern or complaint with the President of the Family Council.

You may also air grievances through the Resident Council or Family Council Meetings or by dropping a note in the Suggestion Box located near the entrance to the Administrative Offices or leaving it with the Concierge. If a grievance is received anonymously, it will be reviewed and discussed at the next Resident Council and Family Council Meeting. All grievances will be addressed within 7 days by either the Department Head or Executive Director, and a response to Resident will be given within said 7 days. The Operator shall assure that any complaints, problems or issues reported by the residents' organization to the designated staff person or administration be addressed, and that a written report addressing the problems, issues or suggestions be sent to the organization.

At no time will any Employee of the community take an improper action against a Resident who reports a grievance The community will consider taking appropriate disciplinary action for any Employee who is found to be threatening, ignoring, humiliating, or discriminating against the Residents who voice complaints.

Whenever any Employee observes what appears to be a violation of Resident Rights or a violation of any of the Laws and Regulations under which the community must operate, whether a Resident has voiced a complaint, the Employee is immediately expected to correct the situation if possible.

If the Employee is unable to do so, he/she is to bring the problem to the attention of the Executive Director who will ensure corrective action and, when required, notify authorities.

EXHIBIT XVII.

Eden Heights of West Seneca

MEDICATION RE-ORDERING RESPONSIBILITY FORM (Optional)

_____
Date

Dear: _____
Resident's Representative

This letter is to confirm that you wish to take full responsibility for re-ordering medication(s) for _____ _____ ("Resident"). Our Wellness Department representative will contact you in advance of need so that medications can be ordered by you on a timely basis.

Please be advised that in the event that medication is not received by us when needed, The Wellness Department will order the medications from a pharmacy, which will then bill you directly for the cost of the medication(s). Purchases made by Residents from any pharmacy are voluntary.

Sincerely,

_____
Eden Heights of West Seneca Representative

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

_____
Resident's Name

_____
Resident Representative's Signature

_____ _____
Address Telephone #

EXHIBIT XVIII.

Eden Heights of West Seneca
PHOTO WAIVER (Optional)

I, _____**,** do____/ do not____ give Eden Heights of West Seneca Operating, LLC d/b/a Eden Heights of West Seneca (the "Community") permission to use photographs or videos taken of me while I am a Resident at the Community. I understand that these may be used for public relations, presentation, and promotional purposes and to help others in the community better understand the concept and purpose of assisted living. I understand that I will receive no compensation if any of the photographs or videos is used by Eden Heights of West Seneca.

I do____ do not____ give The Community permission to release my photo to the local authorities and news media in the event that I cannot be located by staff members at the facility.

I do ___ do not ____ give The Community permission to use my photo for identification purposes within the Community.

Eden Heights of West Seneca Operating, LLC d/b/a Eden Heights of West Seneca	Resident or Representative, if any
_____ Signature	_____ Signature
_____ Title	_____ Print Name
_____ Date	_____ Date

BQ S Digitally signed by BQS Date: 2023.11.16 15:03:57 -05'00'

EXHIBIT XIX.

Eden Heights of West Seneca

OMBUDSMAN FACT SHEET

Dear Resident and Family,

We would like you to know that there is a person on our premises called an "Ombudsperson" who can be helpful to you should you have any concerns or complaints which are not handled directly through our community's channels. Ombudspersons are advocates, who are well-trained state certified citizen representatives. They are part of a large program in New York operated by the New York State Office of the Aging.

Ombudspersons can assist you in various ways to help protect your rights, give expression to your views and take you through the process of recognizing, validating and resolving your issues.

Observe	Listen	Communicate	Educate
Plan	Facilitate	Mediate	Broker
Troubleshoot			

They Are There For You!

The name and phone number of your Ombudsperson is posted in our community. When the Ombudsperson is not in the adult home, he or she can be reached through the:

OMBUDSERVICE PROGRAM

Local Office – (716) 817-9222 or (844) 527-5509
New York State Office of the Aging – (844) 697-6321

EXHIBIT XX.

Legal & Advocacy Services

If you feel that any of your rights and protections are being violated, you may file a complaint with the Adult Care Facility Centralized Complaint Intake Program at:

Toll Free 1-866-893-6772

Or contact the following office directly:

Western District Regional Office
NYS Department of Health
335 East Main Street, 1st Floor
Rochester, NY 14604
Phone: (585) 423-8185

EXHIBIT XXI.

NOTICE OF DESIGNATED SMOKING AREAS

This document is to inform all new admissions that the Eden Heights of West Seneca allows smoking only in the designated smoking areas in the community. We require that you sign the space provided below so that we may know that you are aware of our policy.

Eden Heights of West Seneca Operating, LLC d/b/a Eden Heights of West Seneca	Resident or Representative, if any
_____ Signature	_____ Signature
_____ Title	_____ Print Name
_____ Date	_____ Date

EXHIBIT XXII.

LEVEL OF CARE TOOL

Level of Care Evaluation

Resident Name _____ Completed Date _____

Completed By: _____ Total Score _____

Level of Care Tool Key	
(a)	No staff involvement in this task is required
(b)	Resident needs verbal direction
(c)	Hands on assistance from a single care giver for set up, is present to hand toiletries to the Resident while bathing, requires a staff person to bring the Resident to the bathroom, will assist with ambulation
(d)	Assistance with hands on ADLs care in the scope of what can be done at the ALR level of care, additional laundry services beyond what is stated,

Reason for Assessment: (*circle one*)

(a) Initial Assessment (c) Change of Condition (e) Annual Assessment
(b) 30-day Assessment (d) Quarterly Assessment

Daily Living Activities

1. Dressing (*circle one*)
   (a) Independent (0) pt (c) needs/receives assist of one (3 pt)
   (b) needs/receives supervision (2 pt) (d) total assist (4 pt)[2]

2. Grooming (*circle one*)
   (a) Independent (0) pt (c) needs/receives assist of one (3 pt)
   (b) needs/receives supervision (2 pt) (d) total assist (4 pt)[1]

3. Bathing (*circle one*)
   (a) Independent (0) pt (c) needs assist of one (3 pt)
   (b) minimal supervision needed (2 pt) (d) total assist (4 pt) [1]

4. Eating (*circle one*)
   (a) Independent (0) pt (c) special diet (0 pt)
   (b) needs/receives cues (2 pt)

[2] Increases in assistance may indicate a change of condition requiring a health evaluation to determine appropriateness of continued residency.

5. Bed Mobility (*circle one*)
   (a) Independent (0) pt
   (b) requires bed mobility supervision, including occasional verbal queuing to turn, position and transfer (1 pt)
   (c) occasionally needs/receives assist to sit, including verbal queuing (2 pt)
   [3]

6. Ambulation (*circle one*)
   (a) Independent (0) pt
   (b) requires occasional verbal reminders with the use of an assistive device describe: (1)
   _____
   (c) requires occasional assist with ambulation (2 pt)
   (d) requires escort while walking to meals and activities (3 pt)

7. Toileting (*circle one*)
   (a) Independent (0) pt
   (b) requires assistance with ordering supplies (1 pt)
   (c) requires occasional reminders and help scheduling (2 pt)
   (d) on toileting schedule (3 pt)
   (e) requires complete assistance with changing, including scheduling, cuing (4 pt)

8. Vision (*circle all that apply*)
   (a) Resident wears glasses
   (b) eyeglasses cleaning-requires assist to manage-include with grooming
   (c) difficulty seeing print
   (e) difficulty seeing obstacles in path
   (f) no functional vision no impairment
   (g) not determined

9. Hearing (*circle all that apply*)
   (a) resident has hearing aids
   (b) no impairment
   (c) difficulty at level conversation
   (d) hears only loud sounds
   (e) no functional hearing
   (f) not determined
   (e) requires assist with hearing aids (2 pt)

10. Communication (*circle one*)
   (a) communicates needs
   (b) communicates needs with difficulty
   (c) communicates needs non-verbally
   (d) does not/cannot communicate needs

11. Transferring (*circle all that apply*)
   (a) independent (0 pt)
   (b) needs/receives cues (1 pt)
   (c) needs/receives physical assist of 1 (2 pt)

12. Behavior (*circle all that apply*)[2] Increases in such behaviors may indicate a change of condition requiring a mental health evaluation to determine appropriateness of continued residency or if initial evaluation may deem the potential applicant not appropriate for this setting.

   (a) requires no interventions (0 pt)
   (b) needs/receives intervention/cues and responds to cues (1 pt)
   (c) needs/receives regular intervention/re-direction; resistive but responds to re-direction (2 pt)
   (d) needs/receives behavioral management/intervention; potential for disruptive behavior, verbal abuse (3 pt)
   (e) wanders but not at risk for elopement (4 pt)
   (f) consistently exit seeking, wanders and is at risk for elopement - requires a PRI for higher level of care (5 pt)
   (g) needs/receives 1:1 temporary supervision until appropriate placement is available – ancillary charge outlier as needed

13. Transportation (*circle one*)
   (a) Drives or uses public transportation independently.
   (b) Unable to make arrangements, needs assistance. (0 pt)
   (c) Does not travel outside without one-on-one and/or family supervision.

[3] This may prevent the Resident from receiving services in our facility.

14. Activities (*circle one*)
    (a) Independent
    (b) Occasional verbal reminders.
    (c) Needs to be escorted to activities.
    (d) Needs to be encouraged to participate in activities.
    (e) Refuses to attend group activities. May become anxious in large groups. Prefers 1:1 social interaction.

15. Care Intervention (*circle all that apply*)
    (a) Independent
    (b) Occasional nighttime checks, i.e., within the first 30 days of move-in, during periods of illness.
    (c) Daily nighttime checks; occasional assistance with phone system.

16. Medication Management (*circle one*)[4]
    (a) Independent (0 pt)
    (b) Ordering medication and/or supplies. (0 pt)
    (c) Requires oversight of self-medication. (0 pt)

17. Signature of Facility Assessor and Date_____

18. Physician's Signature and Date (if applicable) _____

19. Physician's Signature and Date (if applicable) _____

20. Level of Care (circle one)
    (a) Level 1: 1-10 points (b) Level 2: 11-20 points (c) Level 3: 21-30 points (d) Level 4: 31-40 points.

[4] Passing and distributing medication is included in the Monthly Rate.

EXHIBIT XXIII.

POLICY REGARDING PETS

Subject:	Department:	**Number of Pages:**
Pet Policy	All	**1**
Effective Date:	Supersedes: initial policy	Approval:
01/01/15	All other Pet Policies	Executive Director
Updated 3/2022		

Policy:

The facility allows small pets under 15 pounds, with a nonrefundable deposit of $1,000 under the following terms:

1. Health Records:
   - **A.** The resident/responsible party is required to submit a copy of the health records of the pet on admission and maintain current pet records that meet all local requirements. .
   - **B.** The pet is to have an annual physical examination, including an examination for internal and external parasites.
   - **C.** Vaccinations for common infectious agents, including rabies and must be current.
   - **D.** Any other preventive care necessary to protect the health, safety, and rights of residents.
2. Room Requirements:
   - **A.** The pet is to be confined to the resident's room, without the use of a pet gait due to emergency evacuation purposes, unless on a leash (no retractable leashes) or in a carrier to go outside of the facility. It is not to be found in the common areas or in other residents' rooms.
3. Health and Safety
   - **A.** If at any time a resident, staff member, or visitor feels disturbed or threatened by the behavior of the pet, the Executive Director has permission to discharge the pet. The resident holds responsibility for the behavior of the pet.
   - **B.** If the pet bites a person or becomes ill or injured, the resident will be responsible legally and financially for such incidents related to the event and the pet will be immediately discharged from the facility.
4. Care of the Pet
   - **A.** The resident is responsible for all care of the pet. This includes, but not limited to: feeding, bathing, grooming, toileting, care of litter box/cage or outside for normal elimination of waste and taking to the Veterinarian for its annual checkups and shots. In such case that the resident becomes unable to care for the pet, the Executive Director has permission to discharge the pet.
   - **B.** The resident must have a contingency plan for someone to get the pet IMMEDIATELY if they are sent out to the hospital or otherwise out on leave.
   - **C.** The staff in no way will care for the pet.

D. In the event that the pet passes away on site, the facility will notify the responsible party who will come and get the pet.

5. Damage to Facility Property

A. Resident agrees to reimburse facility for any loss of or damage to facility's property inside the unit or outside the unit caused by the resident's pet.

6. Evaluation of the medial needs of residents.

A. Residents may have a medical evaluation to determine the need of a pet for therapeutic or medical necessity. Size of the pet will be evaluated on a case-by-case basis for Therapy pets. Therapy pets must have Therapy pet paperwork and certification.

Resident Name: _____ Pet Name: _____
Resident/POA Signature: _____ Date: _____
Executive Director Signature: _____
Date: _____

EXHIBIT XXIV

CONSUMER INFORMATION GUIDE
DEVELOPED BY THE COMMISSIONER OF HEALTH

Separately provided