



RESIDENCY AGREEMENT

Fox Run at Orchard Park

Assisted Living Residence

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RESIDENCY AGREEMENT

- A.** This agreement is made between Orchard Park, CCRC, Inc. , d/b/a Fox Run at Orchard Park the “Operator”, _____
____(the “Resident” or “You”), _____(the
“Resident’s Representative”, if any) and _____
____(the “Resident’s Legal Representative”, if any).

RECITALS

- A.** The Operator is licensed by the New York State Department of Health to operate at One Fox Run Lane, New York 14127, an Assisted Living Residence (“The Residence”) known as _____ Fox Run at Orchard Park _____ and as an Enriched Housing Program. The Operator is also certified to operate, at this location, a Special Needs Assisted Living Residence.
- B.** 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 _____ 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 Apartment.** You may occupy and use a private apartment or the apartment identified on Exhibit I, subject to the terms of this Agreement.
- 2. Common areas.** You will be provided with the opportunity to use the general purpose rooms at the Residence such as Lounges, Creative Arts Studio, Library, Café and Store, Multi-Purpose Room, Beauty and Barber Shop and Fitness Center. You will be able to use the common areas at the Community between the hours of 9a.m. and 8p.m. for scheduled group activities or unscheduled group or individual recreation. Whenever a common area is temporarily unavailable due to 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 II and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your apartment.

4. Furnishings/Appliances Provided by You

Attached as Exhibit III and made a part of this agreement is an Inventory of furnishings, appliances and other items supplied by you in your apartment. 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 are included in Your Basic Rate, as well as a variety of snacks that can be offered to you at any time. These snacks are available 24 hours per day, 7 days per week in our Dining Room and by asking staff members at any time if you are hungry or thirsty. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: House Regular, mechanical soft or nectar liquids.
- 2. Activities.** The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.
- 3. Housekeeping.** Weekly housekeeping service, including vacuuming, light dusting of the living spaces and cleaning of the bath and kitchen areas. Daily housekeeping consisting of bed making and trash removal.

- 4. Linen Service.** When not supplied by the resident Fox Run at Orchard Park will provide the resident with one (1) pillow, one (1) pillow case, two (2) sheets, at least one (1) blanket and one (1) bedspread, towels and washcloths - all clean and in good condition.
- 5. Laundry of Your personal washable clothing.** This will be provided on a weekly basis.
- 6. Supervision on a 24-hour basis.** The Operator will provide appropriate staff onsite to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.
- 7. Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.
- 8. Personal Care.** Personal care services available to all ALR residents include some assistance with personal hygiene (including dressing, bathing, and grooming), assisting with self-administration of medications, and as otherwise needed by the individual to carry out the activities of daily living, maintain good health, and participate in the ongoing activities of the enriched housing program. Services for each resident are detailed in the resident's Individualized Services Plan (ISP).

- 9. Development of Individualized Service Plan (ISP).** An ISP will be developed to address the person's needs and it will be updated every six month or when there is a change in health, or as often as needed.

- C. 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 V 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 VI, which is attached to and made part of this Agreement.

III. Fees

A. Basic Rate.

1. Flat Fee Arrangements

The Basic Rate as of the date of this agreement is \$_____ per month or _____ per day. Assisted Living Residences are permitted to charge for services on a flat fee basis, where all Basic Services in Section III are included in a single fee, or a tiered fee basis, where charges for Basic Services in Section III 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 an all-inclusive flat fee.

B. Rate or Fee Schedule.

Attached as Exhibit IX and made a part of this Agreement is a rate or fee schedule, covering both the Basic Rate, any Additional or Supplemental 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. 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 VII. A Supplemental 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 the Resident's option. Any charges for supplemental fees by the Operator shall be made only for services and supplies that are actually supplied to the Resident. An additional fee can be charged if included in the fee schedule and selected by the resident. In some cases, the law permits the Operator to charge an additional fee without the express written approval of the Resident (See Exhibit IV).

C. Billing and Payment Terms.

Resident will be billed a monthly service fee which will be prorated for the first month of occupancy (i.e. Resident will only be billed for the number of days the room was occupied in the first month of residency). Payments shall be made in check form to *Fox Run at Orchard Park, One Fox Run Lane, Orchard Park, NY 14127*. Automatic withdrawals (ACH) from your bank account for monthly service fees is available if requested. Late fees will be charged if payment is not received by the due date stated on the invoice in the amount of 1-1/2 percent of

the outstanding balance. In the event that 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, Fox Run at Orchard Park may issue a notice of termination, as more fully described in Section XII. The full monthly fees shall be billed to Resident in advance at the end of each month. Ancillary charges such as haircare, cable TV and Therapy co-payments shall be billed retrospectively.

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 2, 3 and 4 below.
2. 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.
3. 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.

4. 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. Apartment Reservation

The Operator agrees to reserve a space as specified in Section I.A.1 above in the event of your absence. The charge for this reservation is the same as the basic rate. 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 until resident or responsible party fully vacates apartment. The basic rate will continue to be charged to responsible party until residence is vacated and emptied.

Belongings must be removed as soon as possible. The Resident and their representative may have up to 15 days to vacate the residence, and anything after that will then be subject to the full basic rate until the residence is fully vacated. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XI 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 (3) business days after Your discharge, the Operator must provide You, or your Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance account at the Residence, 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 IV of this agreement Operator shall also return to You any money that comes into Operator's possession after your discharge by forwarding such funds to You. The Operator shall contact you to retrieve any property or items of value that come into the possession of the Operator after Your discharge or transfer and allow You at least three (3) days to pick up such items. If You die, the Operator must turn over Your property to the legally authorized representative of Your estate. If You die without a will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County wherein the Residence is located in order to determine what should be done with property of Your estate.

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 attached to this agreement a listing of the items given or transferred. Such listing is attached as Exhibit VIII and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit. Any request must be made to Chief Executive Officer for prior approval.

VI. Temporary Hold of Property or items of value held in the Operator's Custody for You

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

responsibility of such items, the Operator must enumerate the items so placed and attach to this agreement a listing of such items. Such listing is attached as Exhibit X 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. 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 or not the individual is appropriate for admission.

3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.
4. If You are being admitted to a duly certified Special Needs Assisted Living Residence, the additional terms of the “Special Needs Assisted Living Residence Addendum” will apply. **See Special Needs Assisted Living Residence Addendum.**
5. 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 Special Needs 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.
6. Special Needs Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who have been diagnosed with dementia or a memory related illness and required increased structure and supervision. **See Special Needs Assisted Living Residence Addendum.**

X. 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 at <https://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 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.

XI. Rules of the Residence

Attached as Exhibit XI. 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 and Resident's Legal Representative

- A. You, or Your Resident or Legal Representative to the extent specified in this Agreement, are responsible for the following:
1. Payment of the Basic Rate
 2. Supply of personal clothing and effects.
 3. Payment of all medical expenses including transportation for medical purposes, except when payments is available under Medicare, Medicaid, other third party coverage or as covered under the transportation service of Fox Run at Orchard Park.
 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.
- B. The Resident's Representative shall be responsible for the following:
All of the above
- C. The Resident's Legal Representative, if any shall be responsible for the following:
All of the above

XIII. Termination and Discharge

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

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

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit 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, 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.

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.

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.

7. 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.

XIV. Transfer

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

1. When You develop a communicable disease, medical or mental condition, or 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 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. For residents admitted to the Special Needs Assisted Living Residence or who have a guardian appointed, services will be made to the resident's representative or next of kin by certified mail, with a copy to the resident by certified mail.

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

XV. Resident Rights and Responsibilities

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

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

XVII. Miscellaneous Provisions

1. This Agreement constitutes the entire Agreement of the parties.
2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation that govern the license of the Operator shall be null and void , and the terms of applicable statutes and/or regulation will control.
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.

XVII. 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)

EXHIBIT I
IDENTIFICATION OF APARTMENT

Private Suite_____

Private Deluxe Suite _____

Apartment # _____

EXHIBIT II

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

The operator will provide each resident with the following

Basic furniture and household items, appropriate to size and function and intended for common use:

1. Standard single bed in good repair
2. Chair
3. Lamp
4. Shaded light fixture
5. Lockable storage facilities for personal articles and medication which cannot be removed at will.
6. Individual dresser and closet space for the storage of clothing
7. Dishes
8. Glasses
9. Utensils
10. Table
11. All rooms are equipped with a television
12. A radio will be available in shared areas
13. One telephone and all dwellings are equipped with a phone jack.
14. Each room is equipped with a Personal Emergency Response System. This system is located at the bed and bathroom area.
15. household linens including at minimum, a pillow, pillowcase, two sheets, blankets, a bedspread, towels, and washcloths.

EXHIBIT III

FURNISHINGS/APPLIANCES PROVIDED BY YOU

See Resident Handbook for list of prohibited items

EXHIBIT IV**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:

<u>ITEM</u>	<u>BASIS FOR THE ADDITIONAL CHARGE</u>
Dry Cleaning	Fee for service per specific cleaning service.
Professional Hair Grooming	Fee for service per specific hair salon. Hairdresser fee schedule available on request at salon.
Personal Toilet Articles	Cost is at Resident expense, Fox Run at Orchard Parks' Store or staff can purchase for Resident.
Catering or Guest Meals	Specific for private dinner party and guests for breakfast, lunch and dinner. Cost for guest meals are available upon request.
Extraordinary Activity Supplies	Extra cost would be specified at time of every signing up for special activity supplies needed.
Special Cultural Events	Extra cost would be specified at the time of every signing up for specific activity and/or supplies needed.
Transportation: Medical*	Refer to section XII, A, 3 <i>Medical Transportation charges included here are those over and above Medicare, Medicaid, and Third-Party Payment</i>
Recreation	Additional fees for specific event, notification in advance.
Cable and telephone	Cost for basic cable from Spectrum cable will be billed monthly by Fox Run at Orchard Park at \$30.00/month and premium programming will be billed through the vendor. Telephone service will be billed through the vendor.
Other:	Private duty nursing/Home Health Aide/Companion-must sign in and out of building- hired Rates per level of service/agency (all paid by the Resident or Resident Representative)
Maintenance General Labor:	\$ 30.00 per hour + supplies: Billed on quarter hour increments
Moving Assistance for	Change in Level of Care: \$ 30.00 per hour – 1 hour minimum

EXHIBIT V

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

The following agencies can provide Home Health Care Services for the Residents of Fox Run at Orchard Park. Such services are privately paid by residents in agreement between the resident and the chosen following entity:

STAFF BUILDERS AMHERST CHHA
1127 WEHRLE DRIVE
AMHERST, NY 14221
716-632-6420

McCauley Seton CHHA
MCAULEY SETON HOME CARE CORP
14 APPLETREE BUSINESS PARK
CHEEKTOWAGA, NY 14227
685-4870

Will Care CHHA
346 Delaware Ave
Buffalo, NY 14202
(716) 856-7500

EXHIBIT VI**DISCLOSURE STATEMENT**

Orchard Park, CCRC, Inc. (“The Operator”) as operator of Fox Run at Orchard Park (“The Residence”), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D-1 of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate One Fox Run Lane, Orchard Park, New York 14127 an Assisted Living Residence as well as an Enriched Housing Program.

The Operator is also certified to operate at this location a Special Needs Assisted Living Residence. This additional certification 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 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 Special Needs Assisted Living services for up to a maximum of 18 persons. The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Special Needs Assisted Living Programs.

It is important to note that the Operator is currently approved to accommodate within The Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Special Needs Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Special Needs Assisted Living program. If however, such units are at capacity and there are no vacancies, the Operator will assist You and Your representatives to identify and obtain 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 Special Needs Assisted Living Residence program within the

Residence, it will become necessary for You to change you apartment within the Residence.

3. The owner of the real property upon which the Residence is located is Orchard Park CCRC, Inc d/b/a Fox Run at Orchard Park. The mailing address of such real property owner is One Fox Run Lane, Orchard Park New York 14127. The following individual is authorized to accept personal service on behalf of such real property owner: Orchard Park CCRC, Inc. d/b/a Fox Run at Orchard Park, One Fox Run Lane Orchard Park, New York 14127.
4. The Operator of the Residence is Orchard Park CCRC, Inc. The mailing address of the Operator is One Fox Run Lane, New York 14127. The following individual is authorized to accept personal service on behalf of the Operator: William Wlodarczyk, Chief Executive Officer, One Fox Run Lane Orchard Park, New York 14127.
5. 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

6. 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

7. Residents will have the ability to receive services from service providers with whom the Operator does not have an arrangement.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary. The residents can receive

services from service providers with whom the Operator does not have an arrangement.

9. Fox Run at Orchard Park will provide residents and their responsible parties, information regarding the availability of public funds for payment for residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services.
- 10.. Fox Run at Orchard Park will provide, as appropriate, assistance to the resident in securing public funds 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 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. 716-878-2385 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltcombudsman.ny.gov
13. Fox Run at Orchard Park will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Special Needs Assisted Living programs. It is important to note that Fox Run at Orchard Park is currently approved to accommodate within the Special Needs Assisted Living programs only up to the numbers of persons Stated above, (18 persons).

If you become appropriate for Special Needs Assisted Living Services, and one of those Units is available, You will be eligible to be admitted into the Special Needs

Assisted Living unit. If however such units are at capacity and there are no vacancies, Fox Run at Orchard Park 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 Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your Apartment within the Residence.

EXHIBIT VII**RATE OR FEE SCHEDULE**

All apartment fees are all inclusive for Basic Housing Accommodations and Basic Services. There is a set monthly fee for Assisted Living as well as another set monthly fee for SNALR residents. (Fee will be written in at time of admission)

Apartment Style	Fee
Assisted Living	\$
Private Suite 355 sq ft	
Deluxe Private Suite 575 sq ft	\$
SNALR	\$
Private Suite 355 sq ft	
Deluxe Private Suite 540 sq ft	\$

EXHIBIT VIII

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

None

EXHIBIT IX
RULES OF THE RESIDENCE
Located in Resident Handbook

Received by Resident/Resident Representative: _____

Given by: _____

Date: _____

EXHIBIT X

**RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN
ASSISTED LIVING RESIDENCES**

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

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

CHOICE REGARDING PARTICIPATION AND ACCEPTANCE OF SERVICES;

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

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

(D) EVERY RESIDENT, RESIDENT'S REPRESENTATIVE AND RESIDENT'S LEGAL REPRESENTATIVE, IF ANY, SHALL HAVE THE RIGHT TO PRESENT GRIEVANCES ON BEHALF OF HIMSELF OR HERSELF OR OTHERS, TO THE RESIDENCE'S STAFF, ADMINISTRATOR OR ASSISTED LIVING OPERATOR, TO GOVERNMENTAL OFFICIALS, TO LONG TERM CARE OMBUDSMEN OR TO ANY OTHER PERSON

WITHOUT FEAR OF REPRISAL, AND TO JOIN WITH OTHER RESIDENTS OR INDIVIDUALS WITHIN OR OUTSIDE OF THE RESIDENCE TO WORK FOR IMPROVEMENTS IN RESIDENT CARE;

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

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

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

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

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

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

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

(L) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE ADEQUATE AND APPROPRIATE ASSISTANCE WITH ACTIVITIES OF DAILY LIVING, TO BE FULLY INFORMED OF THEIR MEDICAL CONDITION AND PROPOSED TREATMENT,

UNLESS MEDICALLY CONTRAINDICATED, AND TO REFUSE MEDICATION, TREATMENT OR SERVICES AFTER BEING FULLY INFORMED OF THE CONSEQUENCES OF SUCH ACTIONS, PROVIDED THAT AN OPERATOR SHALL NOT BE HELD LIABLE OR PENALIZED FOR COMPLYING WITH THE REFUSAL OF SUCH MEDICATION, TREATMENT OR SERVICES BY A RESIDENT WHO HAS BEEN FULLY INFORMED OF THE CONSEQUENCES OF SUCH REFUSAL;

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

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

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

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER, 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 RESIDENT'S NEED FOR ADDITIONAL CARE, SERVICES OR SUPPLIES, THE OPERATOR MAY INCREASE SUCH RATE OR FEE UPON LESS THAN FORTY-FIVE DAYS WRITTEN NOTICE. 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.

(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 A RIGHT TO BE INFORMED BY THE OPERATOR, BY A CONSPICUOUS POSTING IN THE RESIDENCE, ON AT LEAST A MONTHLY BASIS, OF THE THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED AND/OR SPECIAL NEEDS ASSISTED LIVING PROGRAMS.

EXHIBIT XI
OPERATOR PROCEDURES: RESIDENT GRIEVANCES
AND
RECOMMENDATIONS

It is the policy of Fox Run at Orchard Park that when a grievance/complaint originates from a resident or Resident Council, it will be responded to in writing within 21 days of receipt. This will include grievances and recommendations for change or improvement in residence operations and programs which are presented by residents and their family and representatives. Grievances and Recommendations can be made to the Program Coordinator, Case Manager, Administrator of Fox Run at Orchard Park or Chief Executive Officer of Fox Run at Orchard Park. Grievances and recommendations can be made in person, by phone, email or written correspondence or any other means of communication not listed here. If a grievance or recommendation would like to be made anonymously, there is an established system already existing called ***Put it in Writing*** (PIW). This is a system in which a grievance or recommendation can be written on cards and placed in a locked box located in the lobby of our Health Center. This box will be checked at minimum once a week by the Program Coordinator or designee. The outcome of each recommendation or grievance will be discussed privately with presenter or publicly at the monthly resident council meetings, whichever is desired. Grievances and recommendations and the evaluation and initiation of action or resolution to grievances and recommendations will be discussed at the quarterly Fox Run at Orchard Park Quality Assurance Meetings.

EXHIBIT XII

CONSUMER INFORMATION GUIDE (see attached)

Received by Resident/Resident Representative: _____

Given by: _____

Date: _____