

<u>OFFICE USE ONLY</u>	
Name:	
Unit:	Date:

ASSISTED LIVING RESIDENCE

THE AMBERLEIGH

RESIDENCY AGREEMENT

Rev. January 2024

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ASSISTED LIVING COMMUNITY

Community:

Resident:

DOB:

Second Resident

DOB:

Commencement Date:

Your Unit:

Your Basic Rate:

☐ **Private**

☐ **Semi-Private**

Second Resident Fee:

Community Fee:

Deposit (if applicable):

Level of Care Fee:

Level of Care Fee (Second Occupant, if applicable)

Optional/Concierge Fees (total):

Pet or Other Fees:

Your Responsible Party:

First Resident Responsible Party

Name:

Address:

Phone :

Cell Phone:

Email:

Second Resident Responsible Party

Name:

Address:

Phone:

Cell Phone:

Email:

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EMERGENCY CONTACT SHEET

**First Resident Primary
Emergency Contact**

Name:

Relationship:

Address:

Phone:

Cell Phone:

Email:

**First Resident Secondary
Emergency Contact**

Name:

Relationship:

Address:

Phone:

Cell Phone:

Email:

**Second Resident Primary
Emergency Contact**

Name:

Relationship:

Address:

Address2:

Phone:

Cell Phone:

Email:

**Second Resident Secondary
Emergency Contact**

Name:

Relationship:

Address:

Address2:

Phone:

Cell Phone:

Email:

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RESIDENCY AGREEMENT

This Residency Agreement (“Agreement”) is made between Amberleigh New York LH, Inc. (“Operator”), and _____ (the “Resident” or “You”), (the “Resident’s Representative”, if any) and _____ (the “Resident’s Legal Representative”, if any).

RECITALS

The Operator is licensed by the New York State Department of Health (NYSDOH) to operate at 2330 Maple Road, Williamsville, NY 14221, an Assisted Living Residence (“The Residence”) known as The Amberleigh and as an Enriched Housing Program. The Operator is also certified to operate, at this location, a Special Needs Assisted Living Residence and an Enhanced Assisted Living Residence.

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

I. DISCLOSURE STATEMENT

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

II. 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

1. **Your Apartment.** You may occupy and use the Apartment as identified on **page 2** subject to the terms of this Agreement.
2. **Common Areas.** You will be able to use the common areas at the Community between the hours of 9am and 9pm 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. You may use the common areas such as living, activity rooms and wellness center so long as You and Your guests do not disturb the peace, quiet and enjoyment of others also using these rooms.
3. **Furnishings/Appliances Provided by the Operator.** As identified in **Attachment C** is an Inventory of furnishings, appliances, and other items supplied by the Operator in Your apartment.
4. **Furnishings/Appliances Provided by You.** As identified in **Attachment D** is an Inventory of furnishings, appliances and other items supplied by

You in your apartment. Such Attachment 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 Services. The following diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: House Diet (no added salt); low concentrated sweets, finger food. Access to food and beverages are available 24/7 in the following manner: Requesting from the Caregivers.
2. **Activities.** The Operator will provide a program of planned on-site activities and opportunities to participate in local community events and services selected by You to meet Your physical, social and spiritual needs. A monthly activity schedule is posted in a common area of the Residence.
3. **Housekeeping.** Weekly housekeeping and as needed.
4. **Linens.** (towels and washcloths; one (1) pillow, one (1) pillowcase, at least one (1) blanket, minimum of two (2) bed sheets, one (1) bedspread; all clean and in good condition)
5. **Laundry of Your Personal Washable Clothing Weekly.**
6. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law and required by the new York State Department of Health.
7. **Case Management.** The Operator provides case management services in accordance with law. Such case management services include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address your identified needs and interest.
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). Detailed fees for personal care services are included in this Agreement's rate or fee schedule.

9. **Development of Individualized Service Plan.** The Individual Service Plan shall be developed to address Your needs and will be updated every six (6) months or whenever there is a change in Your health or needs.

C. Additional Services.

Additional services or amenities are available for an additional fee from the Operator directly or through arrangements with the Operator. Additional Services are described in **Attachment E**.

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 **Attachment A**. Such Attachment will be updated as frequently as necessary.

III. FEES

A. Fees.

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

1. **Flat Fee Arrangements.** The Resident, Resident's Representative and Resident's Legal Representative (or other specified party to be charged under the Agreement) agree that the Resident (or other specified party) will pay, and the Operator agrees to accept, a flat fee in full satisfaction of the Basic Services described in **Section II.B** of this Agreement. The Basic Rate for Flat Fee arrangement at the time of executing this Agreement is noted in **Attachment E**.
2. **Tiered Fee Arrangements.** A "Tiered" fee arrangement, in which the amount of the Monthly fee charged depends upon the types of services provided for care and the number of hours of care provided per week for the type of service and the fees for each "tier" of care, are set forth in detail in **Attachment F**. This attachment describes the types of services provided, number of hours of care provided per week, the fees for each "tier" of care, and describes who will be providing care if other than staff of the Operator.
3. **All Fees.** Any charges by the Operator, whether a part of the Basic Rate, Additional or Community Fees, or Tiered Fees shall be made only for services and supplies that are actually provided to the Resident as ordered by the Resident, Resident's Representative, and Physician.

B. Additional and Community Fees

The Residency Agreement includes a description of supplemental and additional, or community 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 in Attachment E.

1. An Additional Fee is a fee for services, cares, or amenities that is in addition to those fees included in the Basic or Tiered Rate Fees. **See Attachment E.**
2. Additional services are at the option of the Resident. Any charges for supplemental fees by the Operator shall be made only for services and supplies that are actually supplied to the Resident.
3. 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 **Section III.E.**
4. A Community fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Resident what the amount of the Community fee will be as well as any terms regarding refunds 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 reject the Community fee and thereby reject residency. This Residence requires a payment of a one-time Community Fee that is non-refundable in the amount listed on **Attachment E**. This Community Fee is paid at the time the Resident moves into the Residence. The Residence does not provide any conditions for refunding this Community Fee. The Community Fee does not offset any other potential financial liabilities of the Resident as stated in this Residency Agreement, including but not limited to base fees, tiered fees, or any additional fees that may be outstanding at any time during this Agreement's term.

C. Fee Schedule.

Attached as Attachments E and F and made 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. The Basic Rate (which is the Flat Fee Arrangement), Additional and Community Fees are noted in **Attachment E**, and **Attachment F** includes the fees for the Tiered Fee Arrangement. Tier One Fee is also the Basic Rate Service Fee.

D. Billing and Payment Terms.

1. **Payment is due by the 1st of the month preceding service and shall be delivered to the Executive Director's office.**
2. **Payment Method --** At the time You move into the Community, You shall pay the fees as noted for Your first month's Basic Rate, Expanded Care (if

applicable), Community Fee and any other fees as agreed upon by You and the Community. At that time, You are encouraged to also provide the Community with a voided check. The Community will use this voided check to establish an automatic payment for Your on-going monthly fees. An electronic automatic transaction will cause the direct payment from Your bank to the Community for all invoiced fees. In addition to presenting a voided check, You or Your Responsible Party are encouraged to complete a form allowing this electronic transaction.

3. **Late Fee** -- You shall pay a late charge as specified on the **Attachment E** sheet if the monthly payment of Your Basic Rate and Expanded Care Fees (if applicable) is not received by Owner by the fifth (5th) day of the month in which it is due, provided, however, that the Resident or Responsible Party, 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.
4. **Returned Checks** -- A returned check fee as specified on **Attachment E** will be charged for each returned item from Owner's bank, for any reason.

(In the event the Resident, Resident's representative or Resident's legal representative is no longer able to pay for services provided for in this Agreement or additional services or care needed, the Resident or Resident's representative must inform the administrator in writing as far in advance as possible. Such procedures must be in accordance with the provisions regarding termination of the Agreement set forth in section XIII.)

E. Adjustments to Basic Rate or Additional Fees

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional fees not less than forty-five (45) days prior to the effective date of the fee increase, subject to the exceptions stated in paragraphs 3, 4, 5, and 6 below.
2. Since a Community Fee is a one-time fee, there can be no subsequent increase in this fee charged to You once admitted as a resident.
3. If You, Your Resident or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.
4. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through

completing **Attachment N**, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days' written Notice.

5. In the event of any emergency which affects You, the Operator may charge the increase fee for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.
6. The Operator may increase Additional Service Fees with less than forty-five (45) days' notice if necessary for those services provided by an outside vendor, such as private telephone or Internet service.

F. Apartment Hold

The Operator agrees to hold Your Apartment as specified in Section IIA in the event of Your absence. The charge for this reservation is based on Your monthly Basic Rate for either Flat Fee Arrangement or Tiered Fee Arrangement. The total of the daily rate for one -month period may not exceed the established monthly rate. The length of time the space will be held is thirty (30) days. A provision to hold Your Apartment 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 have the Residence hold Your Apartment, but You must provide the Operator with any required termination 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, Your Representative and/or Legal Representative or any person designated by You, with a final written statement of Your payment and personal allowance accounts 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 VI of this agreement. . The Operator must also return within no later than three business days any of Your money or property that the Operator should receive 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 possession of the Operator after your discharge or transfer and allow you three (3) days to pick up such items The Operator must refund any advance payment(s) made by You. 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 Your property.

Upon termination, You or your Representative shall promptly cause all personal possessions to be removed from the Residence. Beginning on the date of termination, the Operator shall charge a Non-Removal Fee, as defined in **Attachment E**, until Your possessions are removed.

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 to be transferred. Such listing is included as **Attachment G** and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

VI. PROPERTY OR ITEMS OF VALUE HELD IN THE OPERATOR'S CUSTODY FOR YOU

If, upon admission or any other time, you wish to place property or things of value in the Operator's custody and the Operator agrees to accept 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 included as **Attachment H** 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 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 at <https://otda.ny.gov/programs/temporary/assistance/>.

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 I or my representative make application for SSI or SNA funds, I or my representative will notify the Operator within 30 days.

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.

X. ADMISSION AND RETENTION CRITERIA FOR AN ASSISTED LIVING RESIDENCE

A. Admission Criteria

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.

B. Pre-Admission Evaluation

1. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether, or not, the individual is appropriate for admission.
2. 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.

C. Enhanced Assisted Living Residence

1. **Enhanced Assisted Living Residence care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:**
 - a. are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
 - b. have chronic unmanaged urinary or bowel incontinence; or
 - c. who require EALR services offered by the community, which are listed in the EALR Addendum
2. Enhanced Assisted Living Residence care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24-hour skilled nursing care or medical care and who meet the conditions stated in the Attachment N.

D. If you are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply (Attachment N) **Special Needs Assisted Living Residence**

If you are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply. (Attachment L).

E. Post-Admission Change in Condition and Services Needed

If You are residing in a “Basic” Assisted Living Residence and Your care needs subsequently change in the future to the point that You do require either Enhanced Assisted Living Care or 24-hour skilled nursing care, you will no longer be appropriate for residency in this Basic Residence (unless as a participant in an approved hospice program). If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to **Section XIII** of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.

XI. RESIDENCE RULES

Included in **Attachment I**, and made a part of this Agreement, are the Residence Rules. By signing this Agreement, You and Your representatives agree to abide all reasonable Residence Rules.

XII. RESPONSIBILITIES OF RESIDENT, RESIDENT’S REPRESENTATIVE AND RESIDENT’S LEGAL REPRESENTATIVE

A. Resident’s Responsibilities

You, or Your Representative or Legal Representative to the extent specified in this Agreement, are responsible for the following:

1. Payment of the Basic Rate and any authorized Additional and agreed-to Tier-Payment (Care Level Fee), Additional and 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 the 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. Agreeing that it will be at the Residence sole discretion, it may send You out for emergency medical care without prior notice to Your Representative and/or Legal Representative. Notwithstanding, the Residence will not be responsible for transporting You to a hospital or to a physician's office when an emergency medical need arises. You also agree to release the Residence and the owners, directors, officers, trustees, administrators, employees,

affiliates, management companies, representatives, successors, assigns, attorneys and agents (collectively, "Agents") of the Residence from any and all liability for charges for any such services, and also release the Residence and its Agents from any and all liability, responsibility, claims, charges, or causes of action resulting from any medical services provided or by omission not provided to You, with the exception of any claims resulting solely from the gross negligence or willful misconduct of the Residence and its Agents. All emergency and non-emergency health care costs You incur are Your sole responsibility, even when the Residence requests the services on Your behalf.

8. Notwithstanding the above paragraph, number 7, You authorize the Residence to contact Your Representatives, health care providers, and other persons listed in Your records if it is necessary, to advise them of Your health care needs, to arrange for required scheduled or unscheduled health care and other services, and in case of an emergency.

B. Resident Representative's and Resident Legal Representative's responsibilities.

The Resident's Representative (and the Resident's Legal Representative if applicable) shall be responsible for furnishing a Contact Form. **This Contact Form provides such personal contact information concerning resident's emergency contacts as Operator may reasonably require in order that it may be available in the event of a medical or other emergency. Any change in this information must be communicated immediately, preferably in writing, to the Administrator.**

XIII. TERMINATION AND DISCHARGE

A. Voluntary Termination

This 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 Residence;
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, if the resident objects to the action, termination is permissible only if the Operator initiates a court of competent jurisdiction and the court rules in favor of the Operator.

B. Involuntary Termination

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day (30) 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 Residence;
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.
7. This Agreement will immediately terminate upon Your death, unless this Agreement is based upon more than one authorized permanent resident legally occupying Your Unit. Your estate or Your Guarantor will continue to be responsible for all outstanding fees due at the time of Your death and for fees occurring until the later of (a) fourteen (14) days after Your death or (b) Your personal possessions are removed from Your Unit as described herein.

C. Other Termination Provisions

1. 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, the notice will include the date of termination 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.
2. 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.

3. If a dispute arises between the Operator and the Resident or Responsible Party, if any, about alleged non-payments of any sum alleged to be due under the terms of this Agreement, the prevailing party may collect from the losing party all reasonable attorney's fees, interest and reasonable collection fees and court costs which a court of competent jurisdiction has expressly ordered the losing party to pay; provided, however, that nothing in this Agreement shall be deemed to limit the ability of any party to avail themselves of any legal actions to contest or appeal the proposed imposition of such fees, interest and costs.
4. 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.
5. Both You and the Operator are free to seek any other judicial relief to which they may be entitled.
6. The Operator must assist You if the Operator proposes to transfer or discharge You to the extent necessary to assure, whenever practicable, Your placement in a care setting which is adequate, appropriate and consistent with Your wishes.

XIV. TRANSFER

A. Conditions for Immediate 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 sustain 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.

B. Transfer

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 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 New York 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.

C. Readmission

If the basis for the transfer permitted under parts 1 and 2 above of **Section XIV.A** 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

Included as **Attachment J** 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 included as **Attachment K** 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 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 that addresses the same. and provide a written report to the organization addressing the issues.

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

A. Entire Agreement

1. This Agreement, which includes **Attachments A** through **T**, constitutes the entire Agreement of the parties.
2. As noted above, the Attachments A through T to this Agreement are incorporated by reference. Some of the Attachments below are required to be provided to Residents by state law. Other Attachments are provided to assure or further explain what a Resident will experience or undertake as a Resident in an independent community. Please read these Attachments carefully. If you do not understand an Attachment, You should seek counsel prior to signing.

B. Amending Agreement

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 applicable federal and state statutes and regulation that govern the license of the Operator shall be null and void and the terms of applicable statutes and/or regulations will control.

C. Record Keeping

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 (3) 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 per regulations.

D. No Waiver

Waiver by the parties of any provision in this Agreement, which is required by statute or regulation, shall be null and void. All other paragraphs of this Agreement shall remain in full force.

E. Security

The Residence makes no representation or warranty that the Residence is secure from theft, loss of personal items (like clothing, eyeglasses, jewelry, dentures, hearing aids, etc.), or any other criminal act perpetrated by any other resident or person and the Residence will not be responsible for such items. Residents shall report any incident immediately to Residence if such incident causes the Resident to believe he or she is in an unsafe environment. Any audio or video devices installed at the Residence are for the Residence's internal use only and may not be used for any other purpose. These cameras are not monitored by staff. By signing this Agreement, You consent to the use of audio and video surveillance in the common areas. The Residence does not permit the use of cameras or other video or audio surveillance devices in resident units unless required by state law.

F. Waiver of One Breach Not a Waiver of Any Other.

The failure of the Community in one or more instances to insist upon strict compliance with any of the terms of this Agreement is not a waiver by the Community of its right to insist upon strict compliance with the terms of this Agreement.

G. Governing Law.

This Agreement is generally governed by the laws of the state in which the Community is located.

H. Severability.

Any clause, term, phrase, provision or part thereof contained in this Agreement is severable, and in the event any of them is found to be invalid for any reason, this Agreement shall be interpreted as if such invalid clause, term, phrase, provision or part thereof were not contained herein, and the remaining clauses, terms, phrases, provisions or parts thereof, of this Agreement will not be affected by such determination and shall remain in full force and effect. This Agreement will not fail because any clause, term, phrase, provision, or part thereof is found void, invalid, or unenforceable. No part of this Agreement will be construed against any party because that party wrote this Agreement.

J. Warranty of Capacity.

YOU WARRANT THAT YOU HAVE CAREFULLY READ ALL PARTS OF THIS AGREEMENT OR THAT THIS AGREEMENT HAS BEEN TRANSLATED FOR YOU INTO YOUR LANGUAGE OF PREFERENCE; THAT YOU HAVE DISCUSSED THIS AGREEMENT WITH AN ATTORNEY, IF YOU SO DESIRE; THAT YOU HAVE THE LEGAL CAPACITY AND PROPER LEGAL AUTHORITY TO UNDERSTAND AND EXECUTE THIS AGREEMENT; AND THAT YOU ARE SIGNING THIS AGREEMENT VOLUNTARILY, WITHOUT COERCION OR DURESS.

K. Assent by Performance.

It is understood by all Parties that the act of moving into the Community or continuing to reside at the Community are an assent to all terms of this Agreement and its Attachments.

XVIII. ATTACHMENTS

- A. DISCLOSURE STATEMENT
- B. APARTMENT ALTERATIONS, MISUSE, AND RIGHT TO ACCESS AND INSPECTION
- C. FURNISHINGS / APPLIANCES PROVIDED BY OPERATOR
- D. FURNISHINGS / APPLIANCES PROVIDED BY YOU
- E. BASIC RATE, ADDITIONAL AND COMMUNITY FEES
- F. TIERED SERVICE LEVELS AND FEES
- G. TRANSFER OF FUNDS OR PROPERTY TO OPERATOR
- H. PROPERTY/ITEMS HELD BY OPERATOR FOR YOU
- I. RESIDENCE RULES
- J. RESIDENT RIGHTS
- K. OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS
- L. SPECIAL NEEDS ASSISTED LIVING RESIDENCE ADDENDUM AGREEMENT
- M. MEMORY CARE SERVICES
- N. ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM AGREEMENT
- O. ENHANCED CARE SERVICES
- P. RESPONSIBLE PARTY
- Q. EXPANDED CARE
- R. GUARANTOR OF PAYMENT OF PUBLIC FUNDS AND PRIVATE FUNDS
- S. PET POLICY
- T. CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE

ATTACHMENT A

DISCLOSURE STATEMENT

Amberleigh New York LH, Inc., as operator of The Amberleigh, 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 included as Attachment T of this Agreement.
2. Amberleigh New York LH, Inc. is licensed by the New York State Department of Health to operate The Amberleigh at 2330 Maple Road, Williamsville, NY 14221, an Assisted Living Residence as well as an Enriched Housing Program.
3. The Operator is also certified to operate at this location a Special Needs Assisted Living Residence and an Enhanced Assisted Living Residence. These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive Special Needs Assisted Living and/or Enhanced Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met. The Operator is currently approved to provide:
 - a. Special Needs Assisted Living services for up to a maximum of 17 persons.
 - b. Enhanced Assisted Living Residence services for up to a maximum of 76 persons..
4. The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Special Needs Assisted Living Residence and Enhanced Assisted Living Residence programs. It is important to note that the Operator is currently approved to accommodate with the Special Needs Assisted Living Residence and Enhanced Assisted Living Residence only up to the numbers of persons stated above. If You become appropriate for Special Needs Assisted Living Residence or Enhanced Assisted Living Residence services, and one of those units is available, You will be eligible to be admitted in the Special Needs Assisted Living Residence or the Enhanced Assisted Living Residence 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 or the Enhanced Assisted Living Residence program within this Residence, it may be necessary for You to change your apartment within the Residence.

(The Following is a *list of other health related licensure or certification status of the Operator or others providing services at The Residence.*) **None**

5. The owner of the real property upon which the Residence is located is Ventas Amberleigh, LLC. The mailing address of such real property owner is c/o Ventas, Inc., 10350 Ormsby Park Place, Suite 300, Louisville, KY 40223. The following

- entity is authorized to accept personal service on behalf of such real property owner: Ventas Realty, Limited Partnership, Attn. Lease Administration, 10350 Ormsby Park Place, Suite 300, Louisville, KY 40223.
6. The Operator of the Residence is Amberleigh New York LH, Inc., d/b/a The Amberleigh. The mailing address of the Operator is 500 North Hurstbourne Parkway, Suite 200, Louisville, KY 40222. The following entity is authorized to accept personal service on behalf of the Operator: Attn: General Counsel, c/o Amberleigh New York LH, Inc. to 14755 Preston Road, Suite 810, Dallas, TX 75254.
 7. 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. NOT APPLICABLE
 8. 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. NOT APPLICABLE
 9. Residents shall have the right to choose service providers with whom they contract on an individual basis, notwithstanding any other agreements to the contrary. Providers must meet the Operator's insurance requirements.
 10. Residents shall have the right to choose their health care providers.
 11. You may be eligible for public funding related to your housing or care. Consult with your health insurance provider, primary care physician or visit the government web site at www.cms.hhs.gov. However, this Residence is not a provider in any Medicaid Waiver or Medicare payment program and does not accept public funding related to your housing or care.
 12. 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.
 13. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll- free number 1-855-582-6769 that can be called to request an Ombudsman and their website is <https://ltcombudsman.ny.gov/whois/index.cfm> to find an advocate for the resident. The Local LTCOP telephone number is 716-817-5626. The NYSLTCOP web site is www.ltcombudsman.ny.gov.
 14. New York State's laws and regulations applicable to adult care facilities and assisted living residences can be found in Article 7 of the Social Services Law, Article 46-B of the Public Health Law, 18 NYCRR sections 485-487 and 10 NYCRR Part 1001. Operators are also subject to certain federal regulations found at 42 CFR 441.301(c)(4).

ATTACHMENT B

**APARTMENT ALTERNATIONS, MISUSE AND RIGHT TO ACCESS AND
INSPECTION**

Alterations.

Resident shall make no alterations, additions or improvements in or to the Premises or to Operator's equipment or fixtures in the Premises, without prior administrative approval. Resident shall not install any fixture or equipment without Operator's prior consent, and then only by contractors or mechanics first approved in writing by Operator.

Operator, at Resident's expense, may remove any such unapproved equipment or fixtures. If consent is given, the alterations and installation shall become the property of Operator when completed and paid for. They shall remain with and as a part of the Unit at the end of the Agreement. Operator also has the right to demand and require Resident to remove the alterations and installations before the end of its Agreement. The demand shall be by notice, given at least fifteen (15) days before the end of the Agreement. Resident shall comply with the demand at Resident's own cost. Operator is not required to do or pay for any such work unless stated in this Agreement.

Misuse.

Resident shall take good care of the Unit and all equipment, appliances and fixtures in it. Resident shall not cause, allow or permit any waste, misuse or neglect of the Premises, and its appliances, equipment and fixtures and shall pay for any damages so caused, provided however that the Resident or Resident Representative, if any, shall have the right to contest that there has been waste, misuse or neglect of the Premises.

Right to Access and Inspection.

Operator shall have the right to enter the apartment/room to make repairs, inspect or show the Unit to prospective residents, staff or contractors, mortgage lenders, appraisers, or purchasers. Operator agrees to respect Your privacy to the extent reasonably practicable and will attempt to notify You before entering the apartment, except in cases of emergencies. In the case of an emergency, Operator may enter Premises at any time, without Your consent. Resident agrees that if a maintenance request is made, Operator's staff may enter your Unit without further consent in order to complete the service call.

ATTACHMENT C

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

As a resident of The Amberleigh, you are encouraged to personally furnish your apartment with items that are important to you and that reflect your personal taste. The Operator will provide you with the following::

- A standard single bed in good repair
- A clean mattress (including box spring)
- A water-resistant mattress cover
- At minimum a pillow, a pillowcase, blankets and bedspread
- A chair
- A bedside table
- A lamp
- Lockable storage for personal articles and medication, which cannot be removed at will if the individual room or apartment is not lock equipped
- Individual Dresser and closet space for the storage of clothing
- 2 changes of bed linens
- A one-week supply of bath towels and wash cloths.
- Shaded light fixtures
- One telephone
- Dishes, glasses, utensils, table
- Access to radios and television sets
- Household supplies and equipment including soap and toilet tissue

ATTACHMENT D

FURNISHINGS/APPLIANCES PROVIDED BY YOU

You understand that all items provided by you must be clean and in usable condition. We reserve the right to refuse any item that is soiled, unsanitary or unsafe.

- ☐ I prefer to furnish my own apartment/unit.

Except for:

- ☐ I prefer to bring my own linens.
- ☐ I prefer to bring my own towels.
- ☐ I prefer to bring my own bath/shower chair.

Other:

- ☐ I prefer to supply my own toilet tissue.
- ☐ I prefer to supply my own laundry soap.

ATTACHMENT E

BASIC RATE, ADDITIONAL AND COMMUNITY FEES

The flat fee arrangement Basic Rate Fee is noted below. The operator may also provide services and supplies beyond those services required by regulation. Said services and supplies will be provided at resident's option. Resident will be charged for said services and supplies, which are chosen by and provided to the resident. The following services, supplies or amenities are available from the operator directly or through arrangements with the operator for an additional fee noted below.

BASIC RATE FLAT FEE ARRANGEMENT IS:

Basic Rate: _____ (may also be referred to as Rent or Monthly Rent)

Daily Rate*: _____

*Daily Rate is calculated as 1/31st of the Monthly Rate.

This is the same fee charged in Essentials – see Attachment F for Services provided under this flat fee arrangement under Essentials.

Business Services

Monthly Telephone Service/charges	TBD by vendor
Cable Television (Monthly on statement)	\$ 40.00 /month
Insufficient Funds Fee (<i>bounced check</i>)	\$ 35.00 /check
Late Payment Fee (subject to Section III.D.3)	\$ 250.00 /month
Personal Emergency Response System Pendant (<i>one-time fee</i>)	\$ 250.00
Safety Pendant Replacement Fee / Unreturned Fee	\$ 250.00 / each
Transfer Fee (<i>does not apply to transfers due to care</i>)	\$ 0.00 /move

Clerical Services

Photocopies	\$ 0.50/copy
Fax – outgoing	\$ 2.00 /first page
Each additional page	\$ 0.75 per page
Fax -- incoming	\$ 0.10 per page

Community Fee

Community Fee (<i>one-time nonrefundable fee</i>)	\$ 1,500.00
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Dining Services

Guest Breakfast	\$10.00
Guest Dinner	\$10.00
Guest Supper	\$10.00
Meal Tray Delivery (<i>no fee when medically necessary</i>)	\$5.00 / delivery

Maintenance Services

Customized Maintenance Services (examples- hang pictures, put together furniture, re- arrange furniture, etc.)	\$40.00 per hour plus cost of parts
Replacement Key Fee	\$3.00 / each

Other Fees

Non-Removal Fee (Daily Rate for each day items remain in apartment)	Equal to the Daily Rate as calculated above.
Storage	\$ 0.00
Pet Fee (one time)	\$500.00
Professional Hair Grooming	Prevailing Rate
Special Cultural Events	Quoted on a per event cost basis

Transportation

Transportation to Medical Appointments	No charge for first 15 miles, then \$1.00 per additional mile
Additional Transportation Services Note: Based on availability; requires at least one-week advance written notice.	\$15.00 per hour (Min. 1 hour) Plus \$0.50 per mile
Transportation for Cultural Event (Special Activity Event)	Quoted on a per event cost basis

ATTACHMENT F

TIERED SERVICE LEVELS AND FEES

ASSISTED LIVING TIERS

The following three tiers apply to Assisted Living residents.

(These tiers do not apply to Special Needs Assisted Living residents.)

Service Level:	Fee Tier:	Fee:
Essentials	Tier I	Included in Basic Rate Fee Flat Fee Arrangement (see Attachment E)
Helping Hands	Tier II	\$600.00 per Month
Comprehensive	Tier III	\$1,200.00 per Month

Essentials:

- Provision of 3 meals per day plus snack
- Housekeeping services weekly to include apartment cleaning, bed linens/towels changed
- Daily bed-making
- Trash emptied weekly or more if necessary
- Laundry services weekly to include personal laundry and linens. Clean laundry put away by staff, if resident prefers.
- Scheduled transportation
- Routine maintenance of apartments, including changing light bulbs, plumbing/heating repairs, and assistance with hanging pictures, etc.
- Encouragement/reminders for activities and socialization
- Medication management including assistance with self-administration and with re-ordering and obtaining medications.
- Self-managed occasional incontinence with assistance in obtaining incontinence supplies
- Assistance with bathing up to 2 times weekly including reminders, preparation of bath water/supplies, or assist in/out of shower
- Assistance with dressing including selecting appropriate clothing, assist with

- zippers, buttons, or shoes daily, as needed
- Verbal reminders to perform grooming tasks daily, as needed.
- Reminders as needed to attend dining room for meals
- Case Management Services
- Assistance with ordering/obtaining oxygen equipment/supplies with MD order
- Intermittent Supervision and assistance with mobility
- Cleaning bathroom and linen services

Expanded Care Services:

Helping Hands (includes Essentials plus the following):

- Escort to activities up to 3 times weekly and encourage to socialize
- Verbal reminders and assistance with incontinence up to 2 times weekly.
- Physical assistance with bathing up to 2 times weekly or 3 times weekly depending on the level of assistance needed
- Assisting with TED stockings
- Step by step verbal cueing for at least 1 personal grooming task
- Assistance with meal set-up such as cutting food, opening cartons, identifying food location on plate
- Assistance with prescribed nutritional supplement on regular basis
- Laundry service provided 2 times weekly
- Vital signs monitored weekly or as needed (less often than daily) with defined parameters requiring specific follow-up or response per MD order
- Occasional assistance with mobility and transferring to wheelchair or similar

The Following EALR Services (performed by EALR staff, requires EALR Addendum)

- Reminders and verbal cueing for portable oxygen tanks or oxygen concentrators
- Assistance with placement of CPAP machines
- Daily as needed glucose monitoring (up to three times daily)
- Monthly B-12 injections
- Assistance with urostomy care or urinary bag changes
- Obtaining stool or urine samples
- Assistance with eye medications, inhalers, or topical medications
- Nondiabetic resident foot and toenail care

Comprehensive (Includes Helping Hands and Essentials plus the following):

- Intervention for verbal disruption, agitation, resistance to care, socially inappropriate behaviors up to weekly.
- Encourage to socialize and escort to daily activities
- Resident's pharmacy does not provide medications in Community's preferred packaging.
- Physical assistance with toileting and incontinence care
- Assistance with bathing 3 times per week or resists care
- Assistance with dressing or undressing 2 times daily
- Assistance with 1 personal grooming task
- Escort to and from meals
- Housekeeping services up to 3 times per week
- Laundry service provided up to 4 times weekly

The Following EALR Services (performed by EALR staff, requires EALR addendum)

- Pre-fill insulin syringes by licensed nurse
- Assistance with oxygen tanks or oxygen concentrators such as adjusting liters per minute or monitoring pulse oximetry
- Glucose monitoring four or more times daily
- Sliding scale insulin injections
- Wound dressing changes
- Assistance with most or all transfers, 2 person transfer assistance, or assistance through a Hoyer lift or similar device
- Vital signs monitored daily or as ordered by physician for medication parameters

SPECIAL NEEDS ASSISTED LIVING RESIDENT TIERS

The following two tiers apply to Special Needs Assisted Living residents.

(Requires SNALR Addendum- Attachment M)

Service Level:	Fee Tier:	Fee:
Magnolia Trails	Tier I	Included in Basic Rate Fee Flat Fee Arrangement (see Attachment E)
Magnolia Trails Plus	Tier II	\$750.00 per Month

Magnolia Trails: includes all services listed in **Attachment M - Memory Care Services**

Magnolia Trails Plus: includes all services in Magnolia Trails plus the following:

- Resident is frequently disoriented, not easily redirected and may require repeated verbal prompts and/or direction
- Resident attempts to leave the community in an unsafe manner
- Resident's pharmacy does not provide medications in the Community's preferred packaging
- Bathing time requires 30+ minutes and/or frequency is greater than 2x per week
- Therapeutic or altered diet

The Following EALR Services (performed by EALR staff, requires EALR addendum)

- Blood glucose monitoring
- Insulin injections
- Assistance with colostomy/urostomy care or urinary bag changes
- Assistance with Foley catheter
- Incontinence care
- Resident requires extensive assistance or is dependent on team member(s) for all mobility/ambulation needs or requires two person transfers or assistance through a Hoyer Lift or similar device
- Resident is frequently disruptive, aggressive, or exhibits socially inappropriate behavior, either verbally or physically. Resident is able to be redirected
- Resident requires physical assistance with eating

ATTACHMENT G

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

If a resident wishes to voluntarily transfer money, property or things of value to the Operator upon admission or at any other time, the Operator shall attach a listing of the items to be transferred to this Agreement. This listing shall become part of this Agreement and include any agreements made by the third-party sponsor for the benefit of the resident.

<u>List:</u>

ATTACHMENT H

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

<u>List:</u>

ATTACHMENT I

RESIDENCE RULES

1. All residents must comply with any NYS rules and regulations existing at the Residence, and those hereinafter established and provided to the resident.
2. The following items shall not be included in the charge: clothing, dry-cleaning service, private TV, private telephone, personal hygiene items, and any and all medical and health services, or supplies, transportation charges, barber/beautician services, social cultural activities out of the Residence which involve admission fees, sundries, and other personal goods and services not rendered or furnished by the Residence.
3. The Residence shall not be liable for any personal or property damage sustained by Resident unless such damage is caused by the negligence or the intentional acts of the Residence, or its employees or agents.
4. Residents agree not to bring into the Residence building, any small electric appliances; coffeepots, heating pads, electric blankets, or other small appliances etc.
5. Residents agree not to smoke in or near the Residence.
6. Operator will provide the resident with one key for the residential space and in the event that the key is lost, abandoned or misplaced, the resident shall pay the reasonable cost of replacing same.
7. Should the resident at any time plan to leave the Residence for a period of 24 hours or longer, the resident is required prior to his/her leaving the Residence to notify and inform the operator or Director/Administrator of the Residence of the date of departure and the date of return to the Residence.

ATTACHMENT J

RESIDENT RIGHTS

Resident's rights and responsibilities shall include, but not be limited to the following:

- A. Every Resident's participation in assisted living shall be voluntary, and prospective Residents shall be provided with sufficient information regarding the residence to make an informed choice regarding participation and acceptance of Services;
- B. Every Resident's civil and religious liberties, including the right to independent personal decisions and knowledge of available choices, shall not be infringed;
- C. Every Resident shall have the right to have private communications and consultation with his or her physician, attorney, and any other person;
- D. Every Resident, Resident's representative and Resident's legal representative, if any, shall have the right to present grievances on behalf of himself or herself or others, to the residence's staff, administrator or assisted living operator, to governmental officials, to long term care ombudsmen or to any other person without fear of reprisal, and to join with other Residents or individuals within or outside of the residence to work for improvements in Resident care;
- E. Every Resident shall have the right to manage his or her own financial affairs;
- F. Every Resident shall have the right to have privacy in treatment and in caring for personal needs;
- G. Every Resident shall have the right to confidentiality in the treatment of personal, social, financial and medical records, and security in storing personal possessions;
- H. Every Resident shall have the right to receive courteous, fair and respectful care and treatment and a written statement of the services provided by the residence, including those required to be offered on an as-needed basis;
- I. Every Resident shall have the right to receive or to send personal mail or any other correspondence without Interception or interference by the operator or any person affiliated with the operator;
- J. Every Resident shall have the right not to be coerced or required to perform work of staff members or contractual work;
- K. Every Resident shall have the right to have security for any personal possessions if stored by the operator;
- L. Every Resident shall have the right to receive adequate and appropriate assistance with activities of daily living, to be fully informed of their medical condition and proposed treatment, unless medically contraindicated, and to refuse medication, treatment or services after being fully informed of the consequences of such actions, provided that an operator shall not be held liable or penalized for complying with the refusal of such medication, treatment or services by a Resident who has been fully informed of the consequences of such refusal;

- M. Every Resident and visitor shall have the responsibility to obey all reasonable regulations of the residence and to respect the personal rights and private property of the other Residents;
- N. Every Resident shall have the right to include their signed and witnessed version of the events leading to an accident or incident involving such Resident in any report of such accident or incident;
- O. Every Resident shall have the right to receive visits from family members and other adults of the Resident's choosing without interference from the assisted living residence; and
- P. Every Resident shall have the right to written notice of any fee increase not less than forty-five days prior to the proposed effective date of the fee increase; provided, however, providing additional services to a resident shall not be considered a fee increase pursuant to this paragraph; and
- Q. Every Resident of any 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, but a conspicuous posting in the residents, 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.

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.

ATTACHMENT K

**OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND
RECOMMENDATIONS**

If you have a concern **or** a complaint, please bring it to management's attention in a private manner. The Executive Director/Administrator, Resident Services Director, Memory Care Director or Business Office Director Will be happy to meet with you at a convenient time to discuss any questions or concerns. If you wish to express your concern in writing, there is a suggestion box, or you can fill out a We're Here to Help Form available at the front desk. The Executive Director will respond in writing within seven days. Responses to grievances will be posted on bulletin board in the Assisted Living Culture Center. If we fail to resolve your concern to your satisfaction, you have the right to contact the management company's president or an outside agency, such as the ombudsman. A resource list is posted on the bulletin board and is also included in your Resident Handbook.

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.

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.

The NYSLTCOP web site is <https://ltcombudsman.ny.gov/whois/index.cfm>.

ATTACHMENT L

SPECIAL NEEDS ASSISTED LIVING RESIDENCE

ADDENDUM TO RESIDENCY AGREEMENT

This is an Addendum to a Residency Agreement made between Amberleigh New York LH, Inc. d/b/a The Amberleigh (the “Operator”), (the “Resident” or “You”), _____, and as applicable (the “Resident’s Legal Representative”) _____. Such Residency Agreement is dated _____.

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

1. Special Needs Assisted Living Certification.

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at The Amberleigh located at 2330 Maple Road, Williamsville, NY 14221.

2. Request for and Acceptance of Admission

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

3. Specialized Programs, Staff Qualifications and Environmental Modifications

Included as **Attachment M** and made a part of this Agreement is a written description of:

- Specialized services to be provided in the residence including daily activities tailored to challenge Residents with dementia to be provided in the Special Needs Residence;
- Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to perform and carryout the tasks that Residents require. The Residence will be staffed with direct care personnel, a program director, a qualified activities director and case manager. Other staff not specifically assigned to the Residence are available to attend to needs of Residents that arise. The staffing plan will be adjusted to meet the needs of the Residents. ;
- Staff education and training and work experience, and professional affiliations or special characteristics relevant to serving persons with specific special needs; Each of our personal care aides, home health aides, and nurses receive comprehensive training on effectively and respectfully meeting the needs of persons with dementia. The training includes methods on successfully cuing such individuals to independently perform personal care tasks, coordinating care with the Resident and

their family, and wandering prevention.

- Any environmental modifications that have been made to protect the health, safety and welfare of Residents. The Residence is organized as a secured unit that is equipped with delayed egress doors to prevent wandering. Window openings are limited to prevent accidents and elopement. The entire facility is equipped with a sprinkler system throughout, emergency.

ADDENDUM AGREEMENT AUTHORIZATION

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

Signatures on the next page.

Dated

Signature of Resident

Dated

Signature of Resident's Representative

Dated

Signature of Resident's Legal Representative

Dated

Signature of Operator (of Operator's Representative)

ATTACHMENT M

MEMORY CARE SERVICES

The Amberleigh agrees to provide the following memory care services to the Resident, in addition to those listed in the Residency Agreement and all are included in the monthly rate:

- Secured entrances, exits and windows, wander-protection design elements & appliance safety features, such as alarmed doors
- Care plans shall include, when necessary, identifying precipitating factors that need to be developed to avoid disruptive and aggressive behaviors and also to include interventions to promote the resident's highest functioning level.
- Escort to, reminders for and supervision at specialized activities
- Three meals per day, as well as snacks, planned and available as needed; prompting and assistance during meals included
- Assistance with bathing, as needed
- Assistance with dressing and undressing, including clothing selection
- Assistance with, and verbal cueing for, personal grooming tasks
- Assistance with prescribed nutritional supplements
- Housekeeping services daily as needed
- Linen and personal laundry services, as needed
- Maintenance of apartment, and any minor maintenance services or repairs, as needed
- Incontinence care and assistance, as needed
- Medication management, including ordering, assistance and cueing in taking medications
- Scheduling of MD appointments
- Supervision of mobility. Note: Residents must be independent with transfer and ambulation at the SNALR level of care.
- Resident and Family Council meetings.

The Following EALR Services (performed by EALR staff, requires EALR addendum)

- Monthly B-12 injections
- Wound dressing changes or monitoring
- Taking vital signs
- Obtaining urine and stool samples
- Assistance with eye medications, inhalers, or topical medications
- Nondiabetic resident foot and toenail care.

ATTACHMENT N

ENHANCED ASSISTED LIVING RESIDENCE

ADDENDUM TO RESIDENCY AGREEMENT

This is an Addendum to a Residency Agreement made between Amberleigh New York LH, Inc. d/b/a The Amberleigh (the “Operator”), (the “Resident” or “You”), _____, (the “Resident’s Legal Representative”) _____. Such Residency Agreement is dated _____.

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

1. Enhanced Assisted Living Certification.

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living services at The Amberleigh located at 2330 Maple Road, Williamsville, NY 14221.

2. Physician Report

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

- a. Your physician has physically examined You within the last month prior to Your admission into this Enhanced Assisted Living Residence; 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.

3. Request for and Acceptance of Admission

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

4. Specialized Programs, Staff Qualifications and Environmental Modifications

Included as **Attachment O** and made a part of this Agreement is a written description of:

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

5. Aging in Place

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

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

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

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

ADDENDUM AGREEMENT AUTHORIZATION

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

Signatures on the next page.

Dated

Signature of Resident

Dated

Signature of Resident's Representative

Dated

Signature of Resident's Legal Representative

Dated

Signature of Operator (of Operator's Representative)

ATTACHMENT O

ENHANCED CARE SERVICES

1. Services to be provided in the Enhanced Assisted Living Residence (“EALR”):

The community will provide and/or coordinate services to allow for residents to age in place to the extent practical within the scope of services set forth in the residency agreement. Services will emphasize personal dignity, individual autonomy, independence, privacy and freedom of choice within a flexible setting by providing and/or coordinating supportive services if/when needed to accommodate a resident’s changing needs and preferences in order to allow such resident to remain in the community as long as the community is able, willing and authorized to accommodate those current and changing needs.

The community will not admit, retain or care for those individuals who require services beyond those that the community is permitted to provide. A resident shall be admitted and continue to reside and age in place within the EALR provided that the community, the resident’s physician, and, if applicable, the resident’s licensed or certified home care agency agree that the additional needs of the resident can be safely and appropriately met at the community.

- Services available within the EARL include assistance with:
 - Portable oxygen tanks
 - Oxygen concentrators
 - CPAP machines
 - Blood glucose monitoring
 - Insulin injections
 - B-12 injections
 - Urostomy care
 - Foley catheter use
 - Urinary drainage bags
 - Incontinence care
 - Dressing changes and wound care

- Durable medical equipment including wheelchairs, walkers, hospital beds, etc.
- Taking vital signs
- Obtaining urine and stool samples
- Eye, Ear, Nose Medication Administration
- Assistance with Inhalers
- Topical Medications / Lotions / Ointments Administration
- Hand and Toenail Care
- If a resident reaches a point where he/she requires 24-hour skilled nursing care etc., the resident may remain at the community only if each of the following conditions is met:
 - i. The resident hires appropriate nursing, medical or hospice staff to care for the resident's increased needs; AND
 - ii. The resident's physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, the resident can be safely cared for in the Residence, and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32; AND
 - iii. The Operator agrees to retain the resident and to coordinate the care provided by the operator and the additional nursing, medical or hospice staff; AND
 - iv. The resident is otherwise eligible to reside at the Residence.
- The community shall not accept or retain any person who:
 - Except as noted in detail above, is in need of continual (24 hour) medical or nursing care or supervision;
 - Suffers from a serious and persistent mental disability sufficient to warrant placement in a residential facility;
 - Requires health or mental health services which are not available or cannot be provided;
 - Causes, or is likely to cause, danger to him/herself or others;
 - Repeatedly behaves in a manner which directly impairs the well-being, care or safety of the resident or other residents, or which substantially interferes with the orderly operation of the facility;
 - Has a medical condition which is unstable and which requires continual skilled observation of symptoms and reactions or accurate recording of

such skilled observations for the purposes of reporting to the resident's physician;

- Refuses or is unable to comply with a prescribed treatment program, including but not limited to a prescribed medication regimen when such failure causes, or is likely to cause, in the judgment of a physician, life threatening danger to the resident or others;
- Is chronically bedfast;
- Suffers from a communicable disease or health condition which constitutes a danger to other residents or staff; or
- Engages in alcohol or drug use, which results in aggressive, destructive and/or disruptive behavior.

2. Staffing for EALR:

The community will provide or arrange for sufficient numbers of qualified staff to provide for resident needs and to safely evacuate residents in case of emergency in accordance with the resident's medical evaluation and Individualized Service Plan, applicable professional standards of practice and the requirements of the law. Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to provide required supervision and perform all the tasks necessary to meet the Residents' needs. The enhanced program will be staffed with personal care aides and nurses to provide supervision and meet the needs of Residents at all times. The staffing plan will be adjusted to meet the needs and census of Residents enrolled in the enhanced program. There is a comprehensive activities program with an activities staff that plans and conducts activities designed to promote Residents' activity in the Residence.

3. Staff education, training and work experience:

The Community's interview process targets applicants with experience working with the seniors in an assisted living environment. Candidates must have the desire to understand the needs of the community's resident population and possess a patient demeanor. Orientation will include State regulations, all of the community's policies and procedures, and specialized training.

Resident Care Aide/Home Health Aide Trainees participate in medication training and are tested for comprehension and retention. Trainees also shadow for a minimum of 40 hours before taking a supervised test. Staff is constantly observed and evaluated by supervisors. Additionally, on-the-job training is implemented on a regular basis. All policies and procedures are designed to reflect the highest quality of resident care.

4. Environmental modifications that have been made to protect the health, safety and welfare of residents:

Sprinkler systems include coverage of resident room bathrooms, resident room closets and attic spaces throughout the building.

The community's call system includes pull cords in every resident apartment living space and bathroom.

ATTACHMENT P

RESPONSIBLE PARTY AGREEMENT

In consideration of the Community's agreement to allow the Resident and, if applicable, Second Resident, to reside at the Community, the undersigned Responsible Party (also known in some states as a Responsible Person or Sponsor) hereby understands and agrees as follows:

- A. The Community prefers that the Resident appoint a Power of Attorney to serve as Responsible Party to handle Resident's funds, execute Resident's documents, and participate in the care decisions relating to the Resident. However, by signing the Residency Agreement and by signing this Responsible Party Agreement, Responsible Party agrees that he/she has been authorized by the Resident, or designated by law, to enter into and bind the Resident to the Residency Agreement and its Attachments.
 - 1. Responsible Party acknowledges and agrees that he/she is executing the Residency Agreement and Responsible Party Agreement in his/her representative capacity for the Resident.
 - 2. The Responsible Party agrees that a contract is being formed between the Community and the Responsible Party and the direct benefit of the contract is the care and services the Resident will receive under the contract.
 - 3. The Responsible Party understands that the Community is relying on his/her representations that he/she has the legal authority to enter into contracts on the Resident's behalf.
- B. Responsible Party *may* also be the Resident's Power of Attorney, Guarantor, Guardian, Trustee, or Conservator.
- C. Responsible Party represents that he/she has control and/or access to the Resident's funds and/or assets, including personal possessions of the Resident, and is willing to pay Resident's financial obligations under the terms of this Agreement using Resident's funds and/or assets. Responsible Party agrees to provide an accounting of Resident's funds and/or assets upon request by the Community to include documentation to verify Resident's financial status and accounts.
- D. Responsible Party acknowledges and agrees that all of the information, including, without limitation, any financial information submitted by the Resident or Responsible Party to the Community is true and accurate as of the date of this Agreement.
- E. Responsible Party agrees to utilize Resident's funds and assets to replace any and all furnishings or personal property of the Community, other residents, or

- F. Community employees that is damaged, beyond reasonable wear and tear, by the Resident or Resident's Guests.
- G. Failure to pay financial obligations incurred by or on behalf of the Resident from the Resident's funds or assets shall cause the Community to begin the process to terminate the Residence and Services Agreement. If the Community has a reasonable belief that the failure to appropriately use Resident's funds and assets for Resident's services at the Community may constitute abuse and/or financial exploitation of the Resident in violation of state law, the Community shall report such belief to the state and law enforcement agencies and such may result in criminal liability against the Responsible Party. The Community is not responsible for the improper use of the Resident's funds by the Responsible Party or others or for abandoned property and shall dispose of same as described in **Section IV** above.
- H. In consideration of the representations in this Agreement by Responsible Party, the Responsible Party understands and acknowledges that the Community will seek to enforce, without exception, the terms and conditions of the Residency Agreement and its Attachments in full and reasonable reliance on the representations by the Responsible Party. Accordingly, Responsible Party hereby agrees to indemnify and hold harmless the Community and its Agents for any of their enforcement costs, including, without limitation, their reasonable attorneys' fees and costs, arising out of or relating to a dispute wherein the Resident, Responsible Party, or any other beneficiary, successor, or assign of the Residency Agreement, challenges or opposes the authority of the Responsible Party to bind the Resident to each and every term and condition of the Residency Agreement and its Attachments.

The undersigned understands and acknowledges that the Community is relying upon the above warranties, representations, and agreements in accepting the Resident for admission into the Community and that if the above warranties and representations are not true, or if the above agreements are not complied with, then the Community will have detrimentally relied upon them and the Community will suffer financial harm and loss.

* * *

ATTACHMENT Q

EXPANDED CARE

The purpose of this Attachment is to amend Residency Agreement dated _____ between _____ (Resident's Name) and the Residence, commonly known as Amberleigh. As per our Residency Agreement. The Amberleigh provides a 45-day written notice to residents and responsible parties with regard to increases to the daily apartment rate. This daily apartment rate does not include the Expanded Care Service Program rate. Any increase due to Expanded Care Services will be effective upon Agreement of all parties. Expanded Care Services is an increased rate due to additional personal care services required by a resident. Rate and additional care hours are listed separately below. The terms and provisions of the Residency Agreement are still in effect, with the following additional terms:

Effective Date: _____

Apartment No: _____

New Apartment No. (Transfer): _____

Daily Charges:

General Charges:

Basic Rate: \$ _____

Pet Fee: \$ _____

Other Fees: \$ _____

Expanded Care Services:

Essentials No Additional Charge

Helping Hands \$ _____

Comprehensive \$ _____

Magnolia Trails No Additional Charge

Magnolia Trails Plus \$ _____

Total Daily Rate: \$ _____

Other Additional terms: _____

ATTACHMENT R

GUARANTOR OF PAYMENT OF PUBLIC FUNDS

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.

Dated: _____
(Printed Name of Guarantor) (Signature of Guarantor)

PERSONAL GUARANTEE OF PAYMENT OF YOUR PRIVATE FUNDS (OPTIONAL)

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.

By signing this Agreement, the Guarantor(s) signing below is/are jointly and severally liable for the Resident's financial obligations to the Community and agrees to the following:

1. The Guarantor(s) agree to guarantee the payment responsibilities for the Resident named _____. This Resident's Residency Agreement is attached to this Guarantor Agreement.
2. The Guarantor(s) may not terminate the obligations hereunder without providing at least sixty (60) days written notice of his or her intent to terminate this Agreement. During the sixty (60) day period prior to this Agreement terminating, the Guarantor will cooperate with the Community, the Resident, and any other Responsible Party, as well as any state regulatory agency in assisting the Resident in finding a new residence if the Resident does not have the financial resources to continue living in the Community once this Agreement terminates or no other payment source is available that would allow the Resident to continue living in the Community.
3. The Guarantor(s) will pay all monies due to the Community for the financial obligations incurred by the Resident for the time period beginning at the time of the execution of this Agreement and ending on the date of terminating the Guarantee or the Death of the Resident. Guarantor shall remain liable for all monies due to the Community at the time of the death of the Resident, including any damages sustained to the apartment or other items as identified in the Residency Agreement. This Guarantor Agreement shall survive the termination of the Residency Agreement and shall be in effect until the total amount of all monies due to the Community are paid in full.
4. The Guarantor understands that if the Resident does not have the financial resources to pay their financial obligations to the Community after the Guarantor(s) terminates this Agreement, the Community shall immediately issue a termination of the Residency Agreement to the Resident.

THE UNDERSIGNED ACKNOWLEDGE AND CONFIRM THAT EACH OF THEM HAS: (1) READ AND UNDERSTOOD THIS GUARANTOR AGREEMENT AND THAT EACH OF THEM VOLUNTARILY CONSENTS TO ALL OF ITS TERMS; AND (2) READ AND RECEIVED A COPY OF THE RESIDENCE AND SERVICE AGREEMENT, INCLUDING ALL ATTACHMENTS, ADDENDA, AND AMENDMENTS THERETO, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE RESIDENCE AND SERVICE AGREEMENT AS TO THE PROVISIONS RELATING TO THE PAYMENT OF FEES, AND TERMINATION OF SERVICES. THIS GUARANTOR AGREEMENT SHALL SURVIVE THE TERMINATION OF THE GUARANTEE AND THE RESIDENCE AND SERVICE AGREEMENT.

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

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

Dated: _____
(Printed Name of Guarantor) (Signature of Guarantor)

Dated: _____
(Printed Name of Community Representative) (Signature of Community Representative)

SECOND RESIDENT (if applicable)

**PERSONAL GUARANTEE OF PAYMENT OF YOUR PRIVATE FUNDS
(OPTIONAL)**

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.

By signing this Agreement, the Guarantor(s) signing below is/are jointly and severally liable for the Resident's financial obligations to the Community and agrees to the following:

1. The Guarantor(s) agree to guarantee the payment responsibilities for the Resident named _____. This Resident's Residency Agreement is attached to this Guarantor Agreement.
2. The Guarantor(s) may not terminate the obligations hereunder without providing at least sixty (60) days written notice of his or her intent to terminate this Agreement. During the sixty (60) day period prior to this Agreement terminating, the Guarantor will cooperate with the Community, the Resident, and any other Responsible Party, as well as any state regulatory agency in assisting the Resident in finding a new residence if the Resident does not have the financial resources to continue living in the Community once this Agreement terminates or no other payment source is available that would allow the Resident to continue living in the Community.
3. The Guarantor(s) will pay all monies due to the Community for the financial obligations incurred by the Resident for the time period beginning at the time of the execution of this Agreement and ending on the date of terminating the Guarantee or the Death of the Resident. Guarantor shall remain liable for all monies due to the Community at the time of the death of the Resident, including any damages sustained to the apartment or other items as identified in the Residency Agreement. This Guarantor Agreement shall survive the termination of the Residency Agreement and shall be in effect until the total amount of all monies due to the Community are paid in full.
4. The Guarantor understands that if the Resident does not have the financial resources to pay their financial obligations to the Community after the Guarantor(s) terminates this Agreement, the Community shall immediately issue a termination of the Residency Agreement to the Resident.

THE UNDERSIGNED ACKNOWLEDGE AND CONFIRM THAT EACH OF THEM HAS: (1) READ AND UNDERSTOOD THIS GUARANTOR AGREEMENT AND THAT EACH OF THEM VOLUNTARILY CONSENTS TO ALL OF ITS TERMS; AND (2) READ AND RECEIVED A COPY OF THE RESIDENCE AND SERVICE AGREEMENT, INCLUDING ALL ATTACHMENTS, ADDENDA, AND AMENDMENTS THERETO, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE RESIDENCE AND SERVICE AGREEMENT AS TO THE PROVISIONS RELATING TO THE PAYMENT OF FEES, AND TERMINATION OF SERVICES. THIS GUARANTOR AGREEMENT SHALL SURVIVE THE TERMINATION OF THE GUARANTEE AND THE RESIDENCE AND SERVICE AGREEMENT.

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

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

Dated: _____
(Printed Name of Guarantor) (Signature of Guarantor)

Dated: _____
(Printed Name of Community Representative) (Signature of Community Representative)

ATTACHMENT S

(IF APPLICABLE)

PET POLICY

NOTE: Although You still should complete the Resident Pet Health Statement below, this pet policy does not otherwise apply to service animals. If You have a service animal, You will be subject to the Community's service animal guidelines.

Because You wish to keep a pet in Your Unit, and the Agreement prohibits the keeping of pets without the written permission of the Community, the Community grants You permission to keep the pet subject to the following terms and conditions:

1. Pet type/size must receive Executive Director approval. Dogs cannot be over 25 pounds. Cats must be confined to Your Unit. Birds and fish are acceptable pets. Only one pet is permitted in Your Unit.
2. All cats and dogs must have current vaccinations as recommended by Your veterinarian and any other requirements required by applicable law or regulation. You shall be required to show proof of current vaccinations and annually submit the Resident Pet Health Statement, and shall provide, upon request, any additional information about Your pet's health status.
3. The pet will not be permitted to cause any discomfort, annoyance, nuisance, or in any way to inconvenience or cause a complaint from any other resident, employee, or any other person. You hereby covenant that upon receipt of notice from the Community of a complaint, action will be taken immediately to remedy the cause of the complaint to the Community's satisfaction. The Community may revoke the permission granted by this Attachment if the complaint cannot otherwise be resolved to the Community's satisfaction in the Community's sole discretion.
4. The pet will not be permitted to freely traverse any areas of the Community in any way, or to commit any damage or nuisance in any part of the Unit or elsewhere in the Community. You agree to be financially responsible for any and all damage, loss, and expense arising out of keeping Your pet on the premises including the cost of any flea problem.
5. You further agree that the pet will not be permitted outside Your Unit unless restrained by a leash. Additionally, You agree to clean up after Your pet, in Your Unit, in common areas of the Community, and on the grounds of the Community. You agree that caring for and cleaning up after Your pet is Your responsibility. You understand and agree that Our staff are not available to assist You with Your pet.

To compensate the Community for damage and additional wear and tear that may be caused by Your pet, You agree to pay the non-refundable initial pet fee if requested by Community, as allowed by law. This fee is inapplicable to service animals.

6. For failure or breach of any of the terms and conditions set forth above, the Community reserves the right to revoke permission to keep the pet on the premises and to terminate the Agreement and to hold You responsible for the remainder of the unexpired term of the Agreement.
7. If collected, the pet Cleaning/Security Fee is NOT refundable at any time.

* * *

ATTACHMENT T

**CONSUMER INFORMATION GUIDE:
ASSISTED LIVING RESIDENCE**

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INTRODUCTION

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

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

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

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

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

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

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

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

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

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

WHO OPERATES ALRs?

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

PAYING FOR AN ALR

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

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

TYPES OF ALRs AND RESIDENT QUALIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

An example of a person who could be in a Special Needs ALR, is one who develops dementia with associated problems, needs 24-hour supervision, and needs additional help completing his or her activities of daily living. The Special Needs ALR is required to have a specialized plan to address the person's behavioral changes caused by dementia. Some of these changes

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

Comparison of Types of ALRs

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

HOW TO CHOOSE AN ALR

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

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

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

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

Location: Is the residence close to family and friends?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

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

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

APPLYING TO AN ALR

The following are part of entering an ALR:

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

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

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

An Assisted Living Model Residency Admission Agreement is available on the New York State Health Department's website at:
http://www.nyhealth.gov/facilities/assisted_living/docs/model_residency_agreement.pdf.

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

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

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

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

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

LICENSING AND OVERSIGHT

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

INFORMATION AND COMPLAINTS

For more information about assisted living residences or to report concerns or problems with a residence which cannot be resolved internally, call the New York State Department of Health or the New York State Long Term Care Ombudsman Program. The New York State Department of Health's Division of Assisted Living can be reached at (518) 408-1133 or toll free at 1-866-893-6772. The New York State Long Term Care Ombudsman Program can be reached at 1-800-342-9871.

Glossary of Terms Related to Guide

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**State of New York
Department of Health**

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XIX. SIGNATURE PAGES

Signature Pages

1 of 3

Residency Agreement – The Amberleigh

RESIDENCE AND SERVICE AGREEMENT SIGNATURE PAGE

The undersigned each acknowledge that he/she has received the Residency Agreement and all Attachments (i.e. **Attachments A through T**) and each understands and voluntarily agrees to all of the terms contained herein.

Resident Signature: _____

Print Name: _____ Date: _____, 20__

Resident's Responsible Party Signature*: _____
(if applicable) [**Responsible Party must also sign **Attachment P** (Responsible Party Agreement.)*]

Print Name: _____ Date: _____, 20__

Responsible Party Address: _____

Responsible Party Telephone: _____

Status of Responsible Party (check one):

- ☐ Guardian/Conservator ☐ Spouse
☐ Power of Attorney/Health Care Agent ☐ Other
☐ Guarantor (if Guarantor, must sign Attachment P)

Authorized Agent of the Community: _____

Title: _____ Date: _____, 20__

SECOND RESIDENT AND SERVICE AGREEMENT SIGNATURE PAGE (if applicable)

The undersigned each acknowledge that he/she has received the Residency Agreement and all Attachments (i.e. **Attachments A through T**) and each understands and voluntarily agrees to all of the terms contained herein.

Resident Signature: _____

Print Name: _____ Date: _____, 20____

Resident's Responsible Party Signature*: _____
(if applicable) [**Responsible Party must also sign **Attachment P** (Responsible Party Agreement.)*]

Print Name: _____ Date: _____, 20____

Responsible _____ Party _____ Address: _____

Responsible Party Telephone: _____

Status of Responsible Party (check one):

- ☐ Guardian/Conservator ☐ Spouse
☐ Power of Attorney/Health Care Agent ☐ Other
☐ Guarantor (if Guarantor, must sign Attachment P)

Authorized Agent of the Community: _____

Title: _____ Date: _____, 20____