



## Department of Health

**ANDREW M. CUOMO**  
Governor

**HOWARD A. ZUCKER, M.D., J.D.**  
Commissioner

**SALLY DRESLIN, M.S., R.N.**  
Executive Deputy Commissioner

November 16, 2017

Isadore A. DeMarco  
Oxford Village at Canterbury Woods  
725 Renaissance Drive  
Williamsville, New York 14221

Project # 2993  
Canterbury Woods Gates Circle

Dear Mr. DeMarco:

Thank you for your e-mail today, outlining the corrections to your proposed Residency Agreement for Canterbury Woods Gates Circle. Only the revisions from the previous submission were reviewed for approval.

If you made any other revisions other than the ones previously discussed then you must highlight them and submit them to me for approval.

Please be advised that the main body of your Residency Agreement and the EALR Addendum has been approved contingent upon receipt of your Operating Certificate for EHP/ALR/EALR. If you make any revisions to this Agreement, you must first submit the changes to the Regional Office for approval.

As always, thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Valerie A. Deetz".

Valerie A. Deetz, Director  
Division of Adult Care Facilities  
and Assisted Living Surveillance

cc: N. Nickason  
M. Cohen  
J. Devik  
M. Kolakoski

**Canterbury Woods Gates Circle**  
**Assisted Living Residence**  
**RESIDENCY AGREEMENT**

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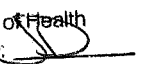
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## RESIDENCY AGREEMENT

A. **This agreement** is made between Canterbury Woods Gates Circle, the  
“Operator”, \_\_\_\_\_ (the “Resident” or “You”),  
\_\_\_\_\_ (the “Resident’s Representative”, if any),  
and \_\_\_\_\_ (the “Resident’s Legal  
Representative”, if any).

## RECITALS

A. **The Operator** is licensed by the New York State Department of Health to  
operate at 1 Gates Circle, Buffalo New York 14209, an Assisted Living Residence  
(“The Residence”) known as Canterbury Woods Gates Circle, and as an Enriched  
Housing program. The Operator is also certified to operate, at this location, an  
Enhanced Assisted Living Residence.

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

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## **AGREEMENTS**

### **I. Housing Accommodations and Services**

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

#### **A. Housing Accommodations and Services**

**1. Your Apartment/Room.** You may occupy and use a private apartment identified on Exhibit I.A.1., subject to the terms of this Agreement.

**2. Common areas.** You will be provided with the opportunity to use the general purpose rooms at the Residence such as the dining room, lounge, activities room.

#### **3. Furnishings/Appliances Provided By The Operator**

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

#### **4. Furnishings/Appliances Provided by You**

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

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**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 three (3) snacks are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Services Plan: Altered consistency, no concentrated sweets, no added salt.
2. **Activities.** The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.
3. **Housekeeping.** Includes vacuuming, dusting of the living spaces and cleaning of the bathroom and kitchen areas.
4. **Linen Service.** Towels and washcloths; pillow, pillowcase, blanket, bed sheets, and bedspread; all clean and in good condition.
5. **Laundry of Your personal Washable clothing.** Will be provided at least once a week and more often if needed.
6. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.
7. **Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

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8. **Personal Care.** Include some assistance with bathing, grooming, dressing, toileting (*if applicable*), ambulation (*if applicable*), transferring (*if applicable*), feeding, medication acquisition, storage and disposal, assistance with self-administration of medication.

9. **Development of Individualized Service Plan.** (including ongoing review and revision as necessary)

**C. Additional Services**

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

**D. Licensure/Certification Status**

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

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## **II.**    Disclosure Statement

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

## **III.**    Fees

### **A.    Basic Rate**

#### (1) Flat Fee Arrangements

The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I.B. of this Agreement. The Basic Rate as of the date of this agreement is \$ \_\_\_\_\_ per month. \$ \_\_\_\_\_ per day.

### **B.    Supplemental, Additional or Community, Fees**

A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate.

A Supplemental fee must be at Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the resident (See Section III.E).

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 additional services, supplies or amenities the Community fee pays for and what the amount of the Community fee will be, as well as any terms regarding refund of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may choose whether to accept the Community fee as a condition of residency in the Residence, or to reject the Community fee and thereby reject residency at the Residence.

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Any charges by the Operator, whether a part of the Basic Rate, Supplemental, Additional or Community fees, shall be made only for services and supplies that are actually supplied to the Resident.

**C. Rate or Fee Schedule**

Attached as Exhibit III.C. 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.

**D. Billing and Payment Terms**

Payment is due by the tenth of the month and shall be delivered to James Juliano, Chief Financial Officer at 705 Renaissance Drive, Williamsville NY, 14221. Operator shall accept only cash via wire transfer or a check as payment.

**E. Adjustments to Basic Rate or Additional or Supplemental Fees**

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

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Agreement, increase the Basic rate or an Additional or Supplementary fee upon less than forty-five (45) days written Notice.

5. In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

**F. Bed Reservation**

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation will be the same as the Basic Rate for a one-month period. The length of time the space will be reserved is thirty (30) days beyond the end of the month in which Your absence begins, with extensions available if approved by the Operator and You, Your Representative or Your Resident Legal Representative. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space, but must provide the Operator with any required notice.

**IV. Refund/Return of Resident Monies and Property**

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

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

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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 the property of Your estate.

**V. Transfer of Funds or Property to Operator**

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

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

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

**VII. Fiduciary Responsibility**

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

**VIII. Tipping**

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

**IX. Personal Allowance Accounts**

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 (DSS-2853) with You or Your

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Representative.

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

You must complete the following:

I receive SSI funds \_\_\_\_\_ or I have applied for SSI funds \_\_\_\_\_

I receive SNA funds \_\_\_\_\_ or I have applied for SNA funds \_\_\_\_\_

I do not receive either SSI or SNA funds \_\_\_\_\_

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

**X. Admission and Retention Criteria for an Assisted Living Residence**

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.

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

3. The Operator has conducted such an 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.

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4. 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.

5. If you are being admitted to a duly certified Special Needs Assisted Living Residence, the additional terms of the "Special Needs Assisted Living Residence Addendum" will apply.

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

7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:

(a) are chronically chair-fast and unable to transfer, or chronically require the physical assistance of another person to transfer; or (b) chronically require the physical assistance of another person in order to walk; or (c) chronically require the physical assistance of another person to climb or descend stairs; or (d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (e) have chronic unmanaged urinary or bowel incontinence.

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

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**XI. Rules of the Residence**

Attached as Exhibit XI and made a part of this Agreement are the Rules of the Residence. By signing this agreement, you and your representatives agree to obey all reasonable Rules of the Residence.

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

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

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

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

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C. The Resident's Legal Representative, if any shall be responsible for the following:

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**XIII. Termination and Discharge**

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

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

The grounds upon which involuntary termination may occur are:

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

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to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits;

4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;

5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;

6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, which must be at least 30 days after delivery of notice, the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by the State Department of Health.

You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, the Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of the Operator.

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

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

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

#### **XIV. Transfer**

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

1. When You develop a communicable disease, medical or mental condition, or 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.

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

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

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## **XV. Resident Rights and Responsibilities**

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

## **XVI. Complaint Resolution**

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit XVI and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence.

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

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

## **XVII. Miscellaneous Provisions**

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

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4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

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**XVIII.**      **Agreement Authorization**

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

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Resident)

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Resident's Representative)

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Resident's Legal Representative)

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

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**EXHIBIT I.A.1.**

**IDENTIFICATION OF APARTMENT/ROOM**

Apartment # \_\_\_\_\_

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**EXHIBIT I.A.3.**

**FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR**

The Operator has provided the following furnishings and appliances:

Refrigerator

Microwave Oven

Wall to wall carpeting

Window treatments

Air conditioning and heating

When not provided by the resident, the Operator will provide the following

furnishings and appliances:

Standard single bed in good repair, mattress, pillow and pillowcase

Two sheets, at least one (1) blanket, a bedspread

Chair, table and lamp

Individual dresser and closet space

Lockable storage facilities

Dishes and glasses

Towels and washcloths

Household supplies and equipment, including soap and toilet tissue

Telephone

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**EXHIBIT I.A.4.**

**FURNISHINGS/APPLIANCES PROVIDED BY YOU**

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## EXHIBIT I.C.

### ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

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

| Item                                                                                                | Additional Charge                                               | Provided By                                      |
|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|--------------------------------------------------|
| Dry Cleaning                                                                                        | Yes                                                             | Contracted Service                               |
| Professional Hair Grooming                                                                          | Yes                                                             | Contracted Service                               |
| Personal Toilet Articles                                                                            | Yes                                                             | General Store                                    |
| Commissary Goods                                                                                    | Yes                                                             | General Store                                    |
| Transportation (beyond 5 miles)                                                                     | \$9.19 plus \$0.36 per mile                                     | Operator                                         |
| Deluxe Transportation (beyond 10 miles)                                                             | \$9.19 plus \$0.36 per mile                                     | Operator                                         |
| Cultural/Activities Transportation                                                                  | No charge                                                       | Operator                                         |
| Long Distance Telephone Service<br>Within New York State<br>Outside New York State<br>International | <br>\$0.12 per minute<br>\$0.10 per minute<br>\$0.16 per minute | Contracted Service                               |
| Local Telephone Service                                                                             | \$34.84 per month                                               | Contracted Service                               |
| Medical Records                                                                                     | \$0.75 per page                                                 | Operator                                         |
| Air Conditioning & Heating                                                                          | No charge                                                       | Operator                                         |
| Cable TV                                                                                            | \$21.81 per month                                               | Contracted Service                               |
| Guest Meals<br>Brunch/ Buffet<br>Lunch<br>Dinner<br>Kid's Meal                                      | <br>\$15.85<br>\$15.85<br>\$9.36<br>\$6.25                      | <br>Operator<br>Operator<br>Operator<br>Operator |
| Trafalgar Private Dining Room Rental                                                                | \$57.41 per event                                               | Operator                                         |
| Coventry Hall Rental                                                                                | \$57.41 per hour                                                | Operator                                         |
| Coventry Hall – Memorial Service                                                                    | No charge                                                       | Operator                                         |
| Coventry Hall – Reception Following Memorial Service                                                | \$57.41 per hour                                                | Operator                                         |
| Maintenance – Move-in services                                                                      | \$22.96 per hour                                                | Operator                                         |
| Key replacement                                                                                     | \$3.45 per key                                                  | Operator                                         |
| PERS necklace                                                                                       | \$149.23                                                        | Operator                                         |
| Additional Housekeeping                                                                             | \$22.96 per hour                                                | Operator                                         |
| Guest Room                                                                                          | \$103.31 per day                                                | Operator                                         |

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**EXHIBIT I.D.**

**LICENSURE/CERTIFICATION STATUS OF PROVIDERS**

|                             |                  |
|-----------------------------|------------------|
| McAuley Seton Homecare      | License #1455600 |
| Amedisys Home Health Care   | License #1401614 |
| Visiting Nurses Association | License #1451601 |

As a resident, you have the choice to contract with whomever you wish.

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## EXHIBIT II

### DISCLOSURE STATEMENT

Canterbury Woods Gates Circle ("The Operator") as operator of the Assisted Living Residence ("The Residence"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attaches as Exhibit D-1 of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate Canterbury Woods Gates Circle at 1 Gates Circle, Buffalo NY 14209, an Assisted Living Residence as well as an Enriched Housing Program.

The Operator is also certified to operate at this location an Enhanced Assisted Living Residence. This additional certification may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive either 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. Enhanced Assisted Living services for up to a maximum of 5 persons.

The operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services. It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living programs only up to the number of persons stated above. If You become appropriate for Enhanced Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living unit. 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.

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1. Canterbury Woods also operates a New York State Licensed Skilled Nursing Facility at 725 Renaissance Drive, Williamsville NY 14221, within Oxford Village. The other health related licensure or certification status of Canterbury Woods:

a. New York State License #03A1926

b. Medicare License #335816

2. Other providing services:

a. McAuley Seton Homecare – License #1455600

b. Amedisys Home Health Care – License #1401614

c. VNA – License #1451601

3. The owner of the real property upon which the Residence is located is Episcopal Church Home & Affiliates, Inc. The mailing address of such real property owner is 705 Renaissance Drive, Williamsville, N.Y. 14221. The following individual is authorized to accept personal service on behalf of such real property owner: Mr. Robert Wallace (address as above).

4. The Operator of the Residence is Canterbury Woods Gates Circle. The mailing address of the Operator is 705 Renaissance Drive, Williamsville N.Y. 14221. The following individual is authorized to accept personal service on behalf of such real property owner: Mr. Robert Wallace (address as above).

5. List any ownership interest in excess of 10% on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Residence. N/A.

6. List any ownership interest in excess of 10% (whether a 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. N/A.

7. Residents retain the right to receive services from service providers with whom the Operator does not have such an arrangement.

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8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.

9. Residents shall be informed of the availability of public funds for payment for residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services.

10. 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 at 1-866-893-6772.

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the resident. (716)-878-2351 is the Local LTCOP telephone number. The NYSLTCOP website is [www.ltcombudsman.ny.gov](http://www.ltcombudsman.ny.gov)

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**EXHIBIT III.A.2.**

**TIERED FEE ARRANGEMENTS**

Canterbury Woods Gates Circle does not have Tiered Fee Arrangements.

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**EXHIBIT III.B.**

**SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES**

Canterbury Woods Gates Circle does not accept nor will it bill a Community Fee.

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X

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**EXHIBIT III.C.**

**RATE OR FEE SCHEDULE**

The following rates or fees apply to your apartment:

1. \$255.00 per day
2. You will receive notice of annual increases at least sixty (60) days before  
the increase is scheduled to take effect.



**EXHIBIT V.**

**TRANSFER OF FUNDS OR PROPERTY TO OPERATOR**

Canterbury Woods Gates Circle will not accept the Transfer of Funds or Property.

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**EXHIBIT VI.**

**PROPERTY/ITEMS HELD BY OPERATOR FOR YOU**

Canterbury Woods Gates Circle does not hold Resident Property/Items.

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**EXHIBIT XI.**

**RULES OF THE RESIDENCE**

Refer to Resident Handbook

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## EXHIBIT XV

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

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

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

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

(C) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVATE COMMUNICATIONS AND 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,

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INCLUDING THOSE REQUIRED TO BE OFFERED ON AN AS-NEEDED BASIS;

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

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

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

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

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

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

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

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

(Q) EVERY RESIDENT OF ANY ASSISTED LIVING RESIDENCE THAT

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

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.

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## **EXHIBIT XVI**

### **OPERATOR PROCEDURES: RESIDENT GRIEVANCES**

#### **AND RECOMMENDATIONS**

In the course of receiving care, complaints and/or grievances may arise. As a resident of Canterbury Woods Gates Circle you have the right to voice complaints and/or grievances. Rest assured that management will actively seek a resolution and keep you appropriately apprised of the progress towards resolution. A final determination and resolution will be made within fourteen (14) business days from the time in which the complaint and/or grievance was received.

Complaints by residents or persons acting on their behalf should be directed to either the Charge Nurse, Assisted Living Director, appropriate Department Head or, if necessary, to the Administrator. For assistance, please call the Assisted Living Director at #929-5111.

Grievances filed anonymously, will be investigated in the same fashion. Grievance Complaint forms are available in the reception area that will include a security envelope to enable confidential submission, if the individual initiating the complaint and/or grievance so requests. Grievance complaint forms may also be deposited in the suggestion box located at the reception desk. You may also file a grievance by calling the Corporate Compliance Hotline at #929-5116.

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**EXHIBIT XVII**

**CANTERBURY WOODS GATES CIRCLE**

**ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO**

**RESIDENCY AGREEMENT**

This is an addendum to a Residency Agreement made between Canterbury Woods Gates Circle (the "Operator"), \_\_\_\_\_ (the "Resident" or "You"), \_\_\_\_\_ (the "Resident's Representative"), and \_\_\_\_\_ (the "Resident's Legal Representative"). Such Residency Agreement is dated.

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

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Canterbury Woods Gates Circle, located at 1 Gates Circle, Buffalo N.Y. 14209.

II. 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

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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.

III. 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.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

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

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

V. 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.

VI. 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:

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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 a 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.

VII. Addendum Agreement Authorization

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

Dated: \_\_\_\_\_  
(Signature of Resident)

Dated: \_\_\_\_\_  
(Signature of Resident's Representative)

Dated: \_\_\_\_\_  
(Signature of Resident's Legal Representative)

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

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## ENHANCED ASSISTED LIVING ATTACHMENT

### 1. Services to be provided in the Enhanced Assisted Living Residence.

The Assisted Living Residence has been designed, built and staffed with the needs of individuals requiring additional assistance and support with daily activities, thereby enabling residents to receive services if they (a) are chronically chair-fast and unable to transfer, or chronically require the physical assistance of another person to transfer; (b) chronically require the physical assistance of another person in order to walk; (c) chronically require the physical assistance of another person to climb or descend stairs; (d) are dependent on medical equipment and require more than intermittent assistance from medical personnel; (e) have chronic unmanaged urinary or bowel incontinence.

Canterbury Woods Gates Circle shall retain and care for only those individuals who do not require services beyond those they are permitted to provide. A resident who has intermittent nursing needs (less than 24 hours/day) that an ALR Enhanced nurse can perform may be retained (e.g., injections, catheter care, ostomy care, dressing changes, oxygen therapy, diabetic glucose testing).

### 2. Staffing levels

Licensed practical nurses are on staff daily to provide enhanced nursing services to residents as indicated. Two shifts of licensed practical nurses will be dedicated to provide enhanced services in the assisted living residence. Canterbury Woods Gates Circle employs other professionals who will also provide services to meet enhanced needs of residents, including a registered nurse, activities director, nutritionists, case manager, resident care assistants, and others.

3. Staff education, training and work experience, and professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence. Staff are trained and oriented to the needs of an elderly population, including those associated with enhanced nursing needs. Canterbury Woods Gates Circle utilizes Healthcare Academy online Educational Curriculum for staff education. This curriculum is updated regularly and specific to the assisted living setting and care of this resident population. The facility also utilizes outside consultants for onsite staff training.

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Canterbury Woods, Oxford Village includes a nursing home which has substantial continuing education requirements for the Administrator, who is also the Administrator of the ALR. The Administrator's continuing education and educational material will be shared with ALR staff on a regular basis.

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

The Enhanced Assisted Living Residence provides person-centered care through individualized treatment plans in a homelike setting. Private apartments allow each of the living areas to be personalized according to the resident's preferences. Daily schedules are tailored to the resident's preferences and wishes. The Assisted Living Residence offers a calm and soothing environment with personalized space as well as dining, living, activity and outdoor areas to enhance the resident's purpose, peace and enjoyment. Residents also have access to campus amenities.

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