WILLOW RIDGE
SENIOR LIVING

CRIMSON RIDGE MEADOWS

RESIDENCY AGREEMENT

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ADULT HOME RESIDENCY AGREEMENT

This agreement is made between Willow Ridge Senior Living - Crimson Ridge LLC (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 3 Treeline Drive, Greece, NY 14612 an Assisted Living Residence known as Crimson Ridge Meadows and as an Adult Home. The Operator is certified to operate, at this location, an Enhanced Assisted Living Residence.

B. You have requested to become a Resident at Crimson Ridge Meadows and the Operator has accepted your request.

AGREEMENTS

I. Housing Accommodations and Services

Beginning on MM/DD/YYYY, 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 Living Space: You may occupy and use a
☐private or ☐semi-private living space
as identified on Exhibit I.A.1, subject to the terms of this Agreement.

2. Common areas: You will be able to use the common areas at the Community for at least ten (10) hours per day, between the hours of 9:00 a.m. and 8:00 p.m. for scheduled group activities or unscheduled group or individual recreation. Specifically, you will be provided with unrestricted access the following general-purpose rooms: living rooms, lounges, multi-purpose activity room, and library.
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. Unrestricted access to the lounges and multipurpose activity rooms are available 24 hours per day, 7 days per week.

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 living space.

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 living space. Such Exhibit also contains any limitations or conditions concerning what type of appliances are not permitted (e.g., due to amperage concerns, etc.).

B. Basic Services

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

1. Meals and Snacks: Three (3) nutritionally well-balanced meals per day and one (1) snack per day are included in Your Basic Rate.

   The following modified diets will be available to You if ordered by Your Physician and included in Your Individualized Service Plan:
   Regular, House Salt Restricted (No Salt Packet), Mechanical Soft, Finger Foods, Pureed, Nectar Thickened Liquids and Honey Thickened Liquids.

   Food and Drink are available to You 24 hours per day, 7 days a week in the following way(s): at designated drink stations and upon request to staff.

2. Activities**:** The Operator will provide an organized and diverse 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 Crimson Ridge Meadows.

3. Housekeeping*:* The Operator will provide the following housekeeping services: The Operator will provide You with weekly housekeeping services for your room that includes general tidying of the room, emptying the trash, cleaning the floor, wiping the flat surfaces and high touch areas, mopping the bathroom, clean the sink, toilet, and shower bathroom. In addition, housekeeping services include daily tidying, cleaning, and sanitizing of all common areas.

4. Linen Service**:** The Operator will provide a minimum of two (2) sheets; one (1) pillowcase, at least one (1) blanket, one (1) bedspread, and towels and washcloths, all clean and in good condition. The Operator will wash the towels and linens at least once weekly and more often if needed. Blankets, bedspreads, and other furnishings will be laundered as often as necessary.

5. Laundry of your personal washable clothing: The Operator will provide the following laundry services:
   The Operator will launder, dry, fold and return the Resident's personal machine washable clothing weekly.

6. 24-hour Supervision**:** 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 will provide case management services in accordance with law. Such case management services will be delivered by appropriate staff and include identification and evaluation of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

8. Personal Care**:** Personal care services available to all ALR residents will include a minimum of 3.75 hours per week of direction and some assistance with grooming, dressing, bathing, toileting, walking and ordinary movement from bed to chair or wheelchair, eating (excluding feeding), using central dining services, meal consumptions, participation in the program of activities, assistance with self-administration of medication, and the taking and recording of monthly weights. Services for each resident are detailed in the resident's Individualized Services Plan (ISP). Personal care services provided in excess of 3.75 hours/week may require that the resident pay a higher monthly fee. Detailed fees are included in Exhibit III.C. of this Agreement's rate or fee schedule.

9. Development of Individualized Service Plan: An Individualized Service Plan will be developed to address the resident's needs. This plan will be reviewed and revised every six (6) months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing care needs.

C. Additional Services
Exhibit I.C., attached to and made a part of this Agreement, describes in detail, any additional services, or amenities available for an additional or supplemental 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.

II. Disclosure Statement

Willow Ridge Senior Living – Crimson Ridge LLC as operator of Crimson Ridge Meadows, hereby discloses the following, as required by Public Health Law Section 4658(3).

A. The Consumer Information Guide developed by the Commissioner of Health is hereby attached to and made part of this Agreement.

B. Willow Ridge Senior Living – Crimson Ridge LLC is licensed by the New York State Department of Health to operate Crimson Ridge Meadows at 3 Treeline Drive, Greece, NY 14612 an Assisted Living Residence as well as an Adult Home. The Operator is 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 Crimson Ridge Meadows and to receive 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 **20** persons.

The Operator will post prominently in Crimson Ridge Meadows, 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 program only up to the numbers 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 (or 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 Enhanced Assisted Living Residence program within this Residence, it may be necessary for You to change your living space within Crimson Ridge Meadows .

Following is a list of other health related licensure or certification status of The Operator or others providing services at Crimson Ridge Meadows: NONE

C. The owner of the real property upon which Crimson Ridge Meadows is located is Crimson Rochester LLC. The mailing address of such real property owner is 232 West Canton Street, #4, Boston, Massachusetts 02116. The following

individual is authorized to accept personal service on behalf of such real property owner: Crimson Rochester LLC, 232 West Canton Street, #4, Boston, Massachusetts 02116

D. The Operator of Crimson Ridge Meadows is Willow Ridge Senior Living – Crimson Ridge LLC. The mailing address of the Operator is 4 Executive Park Drive, Albany, NY 12203 The following individual is authorized to accept personal service on behalf of the Operator: Michael Morris, 4 Executive Park Drive, Albany, NY 12203

List any ownership interest in excess of ten percent (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 Crimson Ridge Meadows.

NONE

E. List any ownership interest in excess of ten percent (10%) (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of Crimson Ridge Meadows, in the Operator.

NONE

F. Outside Providers: Residents shall have the ability to receive services from service providers with whom the operator does not have an arrangement. The facility shall assist the resident in arranging such services, if necessary, and, as part of the facility's case management responsibility, shall be responsible for coordinating the care the facility provides or arranges with the care provided by such other service providers.

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

H. Public Funds - Public funds are available to persons who meet certain income limitations, for the payment of residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services.

I. The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by the Operator is 1-866-893-6772.

J. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number 1-855-582-6769 to request an Ombudsperson to advocate for the resident. The Local LTCOP telephone number is (585) 287-6414 The NYSLTCOP web site is www.ltcombudsman.ny.gov.

K. 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).

III. Fees

A. Basic Rate

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

This community/residence operates with a Tiered Basic Rate.

Select all that apply

☐ The Resident

☐ The Resident's Representative

☐ The Resident's Legal Representative

☐ Other, please specify:

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

The Basic Rate as of the date of this agreement is:

$_____ per month or $_____ per day.

B. Tiered Fee Arrangements

Crimson Ridge Meadows utilizes tiered fee arrangements.

Any "Tiered" fee arrangements, in which the amount of the Monthly Rate depends upon the types of services provided, the number of hours of care provided per week for some type of service and the fees for each "tier" of care, are set forth in detail in Exhibit III.B. and made a part of the Agreement. Such exhibit describes the types of services provided, the number of hours of care provided per week for such service, the fees for each "tier" of care, and describes who will be providing care, if other than staff of the Operator.

C. Supplemental, Additional or Community Fees

The Residency Agreement includes a description of supplemental, 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.

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. Any charges for supplemental fees by the Operator shall be made only for services and supplies that are actually supplied to the Resident.

An additional fee can be charged if included in the fee schedule and selected by the resident. In some cases, the law permits The Operator to charge an additional fee without the express written approval of The Resident (*See 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 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 Crimson Ridge Meadows, or to reject the Community fee and thereby reject residency at Crimson Ridge Meadows. The Community Fee is entirely refundable if Resident does not move into Crimson Ridge Meadows. Once the resident is admitted to Crimson Ridge Meadows the Fee is non-refundable. See Exhibit III.C.

D. Rate or Fee Schedule

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

E. Billing and Payment Terms

Payment is due by the first (1st) day of the month and shall be delivered to:

Crimson Ridge Meadows
3 Treeline Drive
Greece, NY 14612

If a payment is not received within six (6) days of the due date, a late fee of $100 will be charged. An additional $10 per day will accrue until payment is received.

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

F. Adjustments to Basic Rate or Additional or Supplemental Fees

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

1. 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.
2. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written notice.

3. 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.

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.

G. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is $_____ per day (calculated at a prorated daily rate based on your monthly rent) with the total daily rate for a one-month period not to exceed the established monthly rate. The length of time the space will be reserved is indefinite, provided you continue to pay the Base Rate per Section III of this agreement.).

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 Your discharge, the Operator must provide You, Your Representative and/or Legal Representative, and any other person designated by You, with a final written statement of Your payment and personal allowance accounts at Crimson Ridge Meadows, 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 under section V of this agreement. The operator shall also return to you any money that comes into Operator's possession after your discharge by forwarding such funds to You. The Operator shall contact you to retrieve any property or items of value that come into the possession of the Operator after your discharge or transfer and allow You at least three (3) days to pick up such items.

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

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

V. Transfer of Funds or Property to Operator

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

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

If, upon admission or any other time, you wish to place property or things of value in the Operator's custody and the Operator agrees to accept the responsibility of such 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 required 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/disability-determinations/.

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

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 they 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. 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 impairments and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with Federal, State and Local laws.

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

C. 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.

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.

E. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be

appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. 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.

F. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
   1. are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
   2. have chronic unmanaged urinary or bowel incontinence.
   3. who require EALR services offered bey the community, which are listed in the EALR addendum.

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

XI. Rules of the Residence

The Rules of the Residence are attached to and made part of this agreement as Exhibit XI. By signing this Agreement, You acknowledge that you will follow the Rules of the Residence.

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

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 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 any 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.

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

_____

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

_____

XIII. Termination and Discharge

This Residency Agreement and residency in Crimson Ridge Meadows may be terminated in any of the following ways:

1. By mutual, written agreement between You and the Operator;
2. Upon thirty (30) days' written 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/or any person designated by You.

Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and if You object to the termination, termination is permissible only if the Operator initiates a proceeding in a court of competent jurisdiction and that court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which Crimson Ridge Meadows is not permitted by law or regulation to provide.
2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else.
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty (30) day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.
4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of Crimson Ridge Meadows.

5. The Operator has had their operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility.
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in Crimson Ridge Meadows 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, the notice will include the date of the termination which must be at least thirty (30) days after delivery of notice, the reason for termination, a statement of Your right to object, and a list of free legal advocacy resources approved by the New York State Department of Health.

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

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

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

The Operator must assist You if the Operator proposes to transfer or discharge You to the extent necessary to assure 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 thirty (30)-days' written 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 Yourself 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 Crimson Ridge Meadows 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 New York law for personal service upon a natural person.

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

XV. Resident Rights and Responsibilities

Attached as Exhibit XV and made a part of this Agreement is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a readily visible common area in Crimson Ridge Meadows. 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 Crimson Ridge Meadows 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 Crimson Ridge Meadows.

The Operator agrees that the Residents of Crimson Ridge Meadows 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 such Residents' Organization and to provide a written report to the Residents' Organization that addresses the same.

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

XVII. Miscellaneous Provisions

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

2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the applicable federal and state statutes and

regulations that govern the license of the Operator shall be null and void, and the terms of applicable statues and/or regulations will control.

3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of Crimson Ridge Meadows 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.

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

XVIII. Agreement Authorization

We, the undersigned, reflect all parties to be charged under this Agreement per Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(2)(i), 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/Operator's Representative*

(Optional) **Personal Guarantee of Payment**

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

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

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

_____

(Insert the services, materials, or equipment not covered in the Basic Rate for which the Guarantor is responsible.)

_____

Date Guarantor's Signature

_____

Guarantor's Name (Print)

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

If You have a signatory to this Agreement besides Yourself and that signatory controls all or a portion of Your public funds (SSI, Safety Net, Social Security, Other), and if that signatory does not choose to have such public funds delivered directly to the Operator, then the signatory hereby agrees that he/she will personally guarantee continuity of payment of the Basic Rate and any agreed upon charges above and beyond the Basic Rate from either Your Personal Funds (other than Your Personal Needs Allowance), or SSI, Safety Net, Social Security or other public benefits, to meet Your obligations under this Agreement.

Date

Guarantor's Signature

Guarantor's Name (Print)

EXHIBIT I.A.1. IDENTIFICATION OF LIVING SPACE

RESIDENT NAME: ***Insert Resident's Name***

UNIT #: ***Insert Resident's Unit #***

UNIT TYPE: ☐**Private** ☐**Semi-Private**

UNIT LOCATION: ***Insert Unit's Location***

UNIT DESCRIPTION: ***Insert a Description of the Unit***

EXHIBIT I.A.3. FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

As a resident of an Adult Home, in accordance with Section 487.11(i)(4) of Title 18, New York Codes Rules, and Regulations, the Operator will provide you with:

- a standard single bed, well-constructed, in good repair, and equipped with clean springs maintained in good condition; a clean, comfortable, well-constructed mattress, standard in size for the bed;
- a clean comfortable pillow of average bed size.
- a chair;
- a table;
- a lamp;
- lockable storage facilities, which cannot be removed at will, for personal articles and medications;
- individual dresser and closet space for the storage of resident clothing;
- a hinged, lockable entry door;
- in the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy; and
- two (2) sheets; pillowcase; at least one (1) blanket; a bedspread; towels and washcloths; soap; and toilet tissue.

EXHIBIT I.A.4. FURNISHINGS/APPLIANCES PROVIDED BY YOU

Residents are allowed to bring the items below. Check all those that will be furnished by You.

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

Residents are **NOT ALLOWED** to bring the items below:

• Area rugs • Candles, incense, Potpourri burners, Essential oil diffusers, Air fresheners • Hot plates, Heating pads, heating blankets, space heaters • Needles (i.e., crochet, sewing, pins, injectable, etc.) (Knitting/crochet needles may be stored with our activities department) • Firearms/weapons of any kind/knives • Blow dryers, curling irons, flat irons or hot rollers • Curtains that are made from material that is NOT a fire-retardant material. • Narcotics/illegal drugs	• Expensive jewelry • Peroxide/rubbing alcohol/Band-Aids. • Tools/Scissors • Flammable liquids ex. Nail Polish remover • Food cannot be kept in residents' rooms. Any food brought in must be given to staff to store in locked cabinets or refrigerators. • Extension cord, multiple adaptors, 3-way plug

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:**
Guest Meals: Breakfast Lunch Dinner	 $3.00 $5.00 $7.00	Operator
Catering and Special Events	Price Quoted upon Event	Operator
Medical Transport *(over and above Medicare and third-party payment providers)*	Price Based On Provider	Operator
Key Replacement	$5.00 Per Key	Operator
Local and Long Distance Telephone Service	Per Provider	Service Provider
Cable Television	Per Provider	Service Provider
Salon and Spa	Per Provider	Service Provider
Dry Cleaning	Per Provider	Service Provider
Transportation to Community Events	Price Based on Event	Operator
Other:		

* Please note that Operator can provide you with additional services at fees to be determined at the time the service is requested or Operator can help you locate someone in Crimson Ridge Meadows to help you. Please note that these prices are subject to change from time to time.

EXHBIT I.D. LICENSURE/CERTIFICATION STATUS OF PROVIDERS

At this time there are no providers offering home care or health care services under any arrangement with the Operator. The Community, however, will make every effort to assist you in obtaining appropriate home care or health care services if You so desire, and will coordinate the care provided by the operator and the additional nursing, medical and/or hospice services.

EXHIBIT III.B. TIERED FEE ARRANGEMENTS

All residents receive Basic Services in addition to their Housing Accommodations as part of their Basic Rate. Basic Services include reminders (e.g., meals, showers, etc.); wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting *(if applicable),* ambulation *(if applicable*), transferring (*if applicable*), (No feeding), assistance to consume meals, medication acquisition, storage and disposal, and assistance with self- administration of medication.

As an Adult Home Resident, You will be provided a minimum of three and three-quarter (3.75) hours per week of Personal Care, as outlined above.

Crimson Ridge Meadows does utilize tiered fee arrangements in the form of Care Packages as described below.

Tiered Fees are determined by a comprehensive evaluation by the Administrator or Case Manager and, if necessary, an assessment in conjunction with an appropriately licensed and trained registered nurse of the Community, in consultation with Your physician, during the following events: prior to move-in; whenever there are significant changes in Your needs; upon Your physician's request; and every 6 months after your move-in. If the comprehensive evaluation indicates that you require services in excess of the basic personal care level, You will be placed in the appropriate Care Package for your level of care based on the total hours of care needed as determined by your evaluation and you will be required to pay the associated additional Care Package fees. Although some of the services You require may necessitate admission to the Enhanced Assisted Living Residence (EALR) there is no additional cost beyond the care package for which you qualify.

All Care Packages include Basic Services as described in Section IB of this agreement and are determined as follows:

Care Packages	***Hours Per Week***	***Rate/Month***
Basic Care Package:	Up to 4h/wk.	Basic Room Rate
Care Package 1:	4.01 -8h/wk.	Additional $600/month
Care Package 2:	8.01-12h/wk.	Additional $1,100/month
Care Package 3	12.01 - 16h/wk.	Additional $1,800/month
Care Package 4:	16.01-20h/wk.	Additional $2,200/month
Care Package 5:	20.01h+/wk.	Additional $2,800/month

NOTE: We do not guarantee that any resident will receive a specific number of minutes or amount of care on any given day or time. The care level assigned to a resident represents an estimate only of the approximate average range of care minutes or amount of care that we anticipate we will provide to the Resident.

EXHIBIT III.C. SUPPLEMENTAL, ADDITIONAL, OR COMMUNITY FEES

Community Fee (One-Time): $_____

The facility will charge a one-time community fee to be paid prior to signing of this agreement. Should the resident not take occupancy and become a resident of Crimson Ridge Meadows the Facility will refund the community fee in the following manner:

The Community Fee is entirely refundable if Resident does not move into Crimson Ridge Meadows. Once the resident is admitted to Crimson Ridge Meadows the Fee is non-refundable.

EXHIBIT III.D. RATE OR FEE SCHEDULE

RESIDENT NAME: _____ UNIT #: _____

A. Your Basic Rate **$_____**

(Housing Accommodations and Services + Basic Services)

The Basic Rate includes costs associated Housing Accommodations and Basic Services as outlined in Section 1.A and 1.B of this Agreement. Fees Associated with this Basic Rate are outlined below:

☐Private ☐Semi-Private

Housing Accommodations and Services: $_____

Living Space	Monthly Fee
☐	$
☐	$

Basic Services: $_____

_____

_____

Including a minimum of 3.75 hours of personal care services Including reminders (e.g., meals, showers, etc.); wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable) (No feeding) assistance with eating, medication acquisition, storage and disposal, and assistance with self-administration of medication.

B. **Your Tiered Billing Rate** **$_____**

Crimson Ridge Meadows utilizes tiered fee arrangements.

The assessment conducted, in consultation with your Physician has Determined that the following Care Package is appropriate to provide You with the services You need. You, Your Representative, or Your

Legal Representative agree to pay the additional fees required.

Care Package: _____

_____

Monthly Rate: $_____

C. **Your Supplemental or Additional Fees** **$_____**

You have opted to receive the following supplemental or additional Fees, outlined in Exhibit III.B:

_____

_____

_____

YOUR TOTAL MONTHLY RATE: $ _____

(Your Basic Rate + Your Tiered Billing Rate + Your Supplemental or Additional Fees)

Community Fee: $_____

Crimson Ridge Meadows does charge a one-time Community Fee, as outlined in Exhibit III.B of this Agreement. A Community Fee is due: _____.

Your Total Move- In Costs: $ _____

EXHIBIT V. TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

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

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

EXHIBIT VI. PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

Complete and attach the DOH-5194 here.

EXHIBIT XI. RULES OF THE RESIDENCE

Rules of the Residence

1. All residents and their guests or companions must respect the rights of other residents to maintain a comfortable home. All residents and their guests must treat other residents, their guest and staff with respect and curtail any activities that interrupt other resident's enjoyment of the residence.
2. Respect the property of other residents and of the residence.
3. NO SMOKING is permitted in the facility and on facility grounds (unless in facilities with designated smoking areas).
4. All visitors and residents must sign in and out when entering or leaving the facility. For your safety, if you will be absent from the facility past 9pm, including overnight absences, and planned missed meals should be reported to the case manager.
5. If you are ordering or administering any of your medications without the assistance of the residence, including vitamins, herbal medications, over the counter medications, and dietary supplements must always be cleared by your primary care physician and be locked in your room. Residence staff must be informed of your medications. Any medications stored in your room must be under lock and key.
6. Residents and their guests or companions must participate in all fire drills as per fire department regulations.
7. Residents may not use the following items in their rooms:
   - Cooking Appliances (other than auto shut off tea kettles/coffee makers) Incense or Candles
   - Extension cords
   - Outlet adapters and 2, 3, or 4 way plugs
   - Heating blankets/heating pads
   - Bed side rails
   - Potpourri burners
   - Frayed cords
   - Door stops or wedges
   - Air conditioners not approved by the Operator
   - Flammable liquids such as gasoline, ether, charcoal lighter, etc. or Stern-o Cans
   - Firearms/weapons of any type/ammunition
   - Fireworks
   - Grills of any type
   - Curtains made from non fire retardant material
   - Gasoline powered equipment
   - Narcotics

- Kerosene, oil, or sun lamps
- Lamps without proper shades
- Heating units (space heater)
- Waterbeds/water mattress

8. Each resident must submit to a medical evaluation by the provider of their own choice. Each resident must submit to the administrator, at least upon an annual basis, a medical evaluation completed by their providers.
9. Each resident must submit to the administrator proof of all immunizations, TB testing and all other health information to the extent required by the New York State Department of Health.
10. Provide accurate and complete information, to the best of Your knowledge, about present condition, past illnesses and hospitalizations, medications and other matters relating to Your health
11. Avoid accidents by keeping Your apartment clean. Pick up clothing, books, shoes and other items that might cause someone to trip or fall.
12. Advise staff if anything in Your apartment needs to be repaired or moved.
13. Refrain from storing any personal items outside of your own apartment, which includes refraining from storing your items in common areas both inside and outside of the building, without receiving permission from the Administrator

EXHIBIT XV.

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

RESIDENT'S RIGHTS AND RESPONSIBLITIES 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 REPRESENATATIVE 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 TREATME NT 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 CONSEQUECES 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; HOWEVER, PROVIDING ADDITIONAL SERVICES TO A RESIDENT SHALL NOT BE CONSIDERED A FEE INCREASE PURSUANT TO THIS PARAGRAPH; AND

(Q) EVERY RESIDENT OF AN ASSISTED LIVING RESIDENCE THAT IS ALSO CERTIFIED TO PROVIDE ENHANCED ASSISTED LIVING AND/OR SPECIAL NEEDS ASSISTED LIVING SHALL HAVE 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.

EXHIBIT XVI.

RESIDENT GRIEVANCES AND RECOMMENDATIONS

Policy: It is the Policy of the facility to establish mechanisms for residents to make named, confidential, and anonymous suggestions and grievances; and to ensure a timely investigation and resolution in a systematic manner.

It is the Policy of the facility to assist and enable residents to participate in planning for changes or improvements in Program operation

Procedure:

1. Upon admission, each resident, family and representatives will be informed of the Policy for making, reviewing, and resolving suggestions and grievances to improve facility operation and the provision of care.
2. The procedure for making suggestions and grievances will be conspicuously posted in the common area near entry door.
3. ACF Complaints - Residents, family members, Responsible Parties, and staff may make confidential or anonymous suggestions and grievances to a representative of the facility, the NYS Department of Health (NYSDOH) by telephone at 1-866-893-6772 or electronically through https://www.health.ny.gov/facilities/adult_care/, or via other advocacy agencies
4. Home Care Complaints - Complaints, questions or concerns about any licensed home care services agencies should be directed to the Home Health Hotline (800-628-5972). You can also submit a complaint at http://profiles.health.ny.gov/home_care/pages/complaints
5. Contact telephone numbers of the NYSDOH, the local Ombudsperson and advocacy agencies will be provided to residents upon admission and posted in common area.
6. No staff person shall subject any resident making a grievance or recommendation to any form of fear, coercion, discrimination, reprisal or interruption of services.
7. Resident Suggestions/Grievance Forms are available from the Reception Desk area.
8. The Facility Representative who must receive all suggestions and grievances is the Administrator or Case Manager.
9. There is a locked Grievance/Suggestion Box located near front entry way Completed Suggestions/Grievance Forms may be dropped in the Box. The Box will be emptied at the end of each day and the forms provided to the Case Manager.
10. Residents, family members, Responsible Parties, and staff may also submit suggestions and grievances (written or verbal) to the Resident Council Representative and/or Family Council Representative, for presentation at a Council Meeting. These must be provided to the Administrator or Case Manager who maintains the Suggestions/Grievance Log. All suggestions and grievances will be entered into the Log including information about the suggestions and grievance, date of receipt, investigation, and resolution.
11. Upon receipt of the suggestions and grievance, it will be investigated and involved parties will be interviewed. Additional training and/or disciplinary action of staff will be conducted.

12. The resident or family will receive a follow-up response, or a telephone call will be made by the Administrator or Case Manager to advise of the findings or other resolution within 21 days of receipt.

13. If the individual or group making the suggestions or grievance would like to speak directly to the Administrator, a meeting will be scheduled as soon as possible, but in no instance more than 14 business days.

CONSUMER INFORMATION GUIDE

[Attach here a printed, full version of the Consumer Information Guide: Assisted Living Residences]