

WHEATFIELD COMMONS
Operated By:
DEPAUL ADULT CARE COMMUNITIES, INC.

RESIDENCY AGREEMENT

**Wheatfield Commons
ALR Residency Agreement
Table of Contents**

	Page
I. Housing Accommodations and Services	1
A. Housing Accommodations and Services	1
B. Basic Services	2
C. Additional Services	3
D. Licensure/Certification Status.....	3
II. Disclosure Statement	4
III. Fees	4
A. Basic Rate	4
B. Supplemental or Additional or Community Fees	4
C. Rate or Fee Schedule	5
D. Billing and Payment Terms	5
E. Adjustments to Basic Rate or Additional or Supplemental Fees	6
F. Bed Reservation	6
IV. Refund/Return of Resident Monies and Property	6
V. Transfer of Funds or Property to Operator	7
VI. Property or Items of Value held in the Operator’s Custody for You.....	7
VII. Fiduciary Responsibility	7
VIII. Tipping.....	7
IX. Personal Allowance Accounts	7
X. Admission and Retention Criteria for an Assisted Living Residence.....	8
XI. Rules of the Residence.....	9
XII. Responsibilities of Resident, Resident’s Representative and Resident’s Legal Representative.....	9
XIII. Termination and Discharge.....	10
XIV. Transfer	11
XV. Resident Rights and Responsibilities.....	12
XVI. Complaint Resolution	12
XVII. Miscellaneous Provisions.....	12

XVIII. Agreement Authorization.....14

XIX. Personal Guarantee of Payment (optional) 15

XX. Guarantor of Payment of Public Funds (optional).....16

XXI. Special Needs Assisted Living Residence Addendum 17

Table of Exhibits

Exhibit	Subject	Page
I.A.I.	Identification of Room	20
I.A.3.	Furnishings/Appliances Provided by Operator.....	21
I.A.4.	Furnishings/Appliances Provided by You	22
I.C.	Additional Services, Supplies or Amenities	23
I.D.	Licensure and Certification Status of Providers	24
II.	Disclosure Statement.....	25
III.B.	Supplemental or Community or Additional Fees.....	28
III.C.	Rate or Fee Schedule.....	29
V.	Transfer of funds or Property to Operator	30
VI.	Property/Items held by Operator for You.....	31
XI.	Rules of the Residence.....	32
XV.	Rights and Responsibilities and Responsibilities of Residents in Assisted Living Residences	37
XVI.	Operator Procedures: Resident Grievances and Recommendations.....	39
XVIII	Consumer Information Guide: Assisted Living Residence.....	41

**DEPAUL ADULT CARE COMMUNITIES, INC.
WHEATFIELD COMMONS**

RESIDENCY AGREEMENT

This agreement is made between DePaul Adult Care Communities, Inc., (the “Operator” or “DePaul”), _____ (the “Resident” or “You”), _____ (the “Resident’s Representative”, if any) and _____ (the “Resident’s Legal Representative”, if any).

RECITALS

The Operator is licensed by the New York State Department of Health to operate an Assisted Living Residence (“The Residence”) known as Wheatfield Commons, located at, 3920 Forest Parkway, North Tonawanda, NY 14120. Wheatfield Commons is also licensed by the Department as an Adult Home. The Operator is also certified to operate, at this location, a Special Needs Assisted Living Residence.

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

AGREEMENTS

I. Housing Accommodations and Services

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

A. Housing Accommodations and Services:

- 1. Room:** Attached as Exhibit I.A.1. is: Your private () or semiprivate () room assignment which You may occupy and use for a living space, subject to the terms of this Agreement.
- 2. Common areas:** You will be provided with the opportunity to use the general purpose rooms at the Residence such as lounges and living areas. You will be able to use the common areas at the Residence at least 10 hours between the hours of 9am and 8pm for scheduled group activities or unscheduled group or individual recreation. Whenever a common area is temporarily unavailable for maintenance or administrative activities such as training, other common areas suitable for recreation will remain available for

resident use. There is always at least one common area available 24 hours a day, 7 days a week that is appropriate for resident visitation.

3. Furnishings/Appliances Provided By The Operator: Attached as Exhibit I.A.3. and made a part of this Agreement is an inventory of furnishings/appliances and other items supplied by the Operator in Your room.

4. Furnishings/Appliances Provided by You: Attached as Exhibit I.A.4. and made a part of this agreement is an inventory of furnishings, appliances and other items supplied by You in Your room. Such Exhibit also contains any limitations or conditions concerning what type of appliances and other items may not be permitted.

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. We offer a “house diet” that is a liberalized geriatric diet designed to accommodate all residents and therefore, do not provide other diets. Our “house diet”, provides approximately 1800-2000 calories, 82-100 grams of protein 70-80 grams of fat and 2400-3000 mg of sodium, per day. Additionally, it consistently provides between 60-80 grams of carbohydrate at each meal. Daily, the menu provides a minimum of 2 servings of fruit, 3 servings of vegetables (including a good source of Vitamin A at least every other day), 5-6 ounces of protein, 2 servings of dairy, and 4 servings of grains. Residents are offered a small portion of dessert once daily. We do have reduced sugar and sugar free options available for residents who are diabetic or who choose to reduce the amount of carbohydrates they are consuming. Our Liberalized Geriatric diet is also made available to You if ordered by Your physician and included in Your Individualized Service Plan:

a. Mechanical Diet

b. Pureed Diet

Food and drink are available to you 24 hours a day, every day, upon request by a resident to any staff member, including snacks, sandwiches, fruit and beverages that are normally served with planned meals.

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 the Residence.

3. Housekeeping: The Operator will provide weekly housekeeping services in Your room, excluding dusting of personal property.

4. Linen Service: Towels and washcloths; a pillow, pillowcase, at least one (1) blanket, two (2) bed sheets, and bedspread, all clean and in good condition, will be provided.

5. Laundry of Your personal washable clothing: Staff will be available to launder, or assist You with laundering Your personal washable clothing as often as necessary.

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

7. Case Management: The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

8. Personal Care: Personal care services available to all ALR residents will include up to 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 consumption, participation in the program of activities, assistance with self-administration of medication, and the taking and recoding of monthly weights. Services for each resident are detailed in the resident's Individualized Services Plan (ISP).

9. Development of Individualized Service Plan: Staff will develop an ISP for You, with ongoing review and revision every six months, whenever ordered by Your physician or more frequently, as necessary to reflect Your changing needs.

C. Additional Services:

Exhibit I.C., attached to and made a part of this Agreement, describes in detail, any additional services, supplies 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, supplies 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

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:

Flat Fee Arrangements.

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 **flat fee** Basic Rate.

The Resident, Resident’s Representative and Resident’s Legal Representative agree that the Resident (or other specified party) will pay, and the Operator agrees to accept, the following payment (“Basic Rate”) 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.

B. Supplemental or 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. See Exhibit III.B..

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

An additional fee can be charged if included in the fee schedule and selected by the resident. In some cases, the law permits the Operator to charge an additional fee without the express written approval of the Resident (See Section III. E.4).

Community fee is a one-time fee that the Operator may change at the time of Admission. The operator must clearly inform the prospective Resident what the amount of the Community fee will be as well as any terms regarding refunds of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may choose whether to accept the Community fee as a condition of residency in the Residence or to reject the Community fee and thereby reject residency at the Residence.

The amount of the one-time community fee is \$2,000. The community fee is non-refundable after move-in.

C. Rate or Fee Schedule

Attached as Exhibit III.C. and made a part of this Agreement is a rate or fee schedule, covering both the Basic Rate and any Additional or 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:

1. Payment is due and payable by the 5th day of each month for that month. Payment can be made by credit card, debit or by check. Checks should be payable to DePaul Adult Care Communities, Inc. or Wheatfield Commons. The payment may be sent directly to DePaul Adult Care Communities at, 1931 Buffalo Road, Rochester, New York 14624 or handed to the Administrative Assistant at Wheatfield Commons.
2. The Resident, Resident's Representative or Resident's Legal Representative will not be sent an invoice to initiate payment. If admission occurs after the first of the month, the balance for that month will be prorated and due upon admission. The premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day 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.
3. A late fee of \$25.00 may be assessed for late/past due balances. The Resident or Responsible Party, if any, shall have the right to contest that there has been late payment or that such sums are actually due under this agreement and that in the event of such dispute, no late charges are imposed unless ordered by a court competent jurisdiction, or unless agreed to by the parties.
4. The Resident, Resident's Representative or Resident's Legal Representative will notify the Operator at least ninety (90) days in advance of a change in

income or resources that may affect their ability to pay the Basic Rate. The Operator will, whenever possible, assist the Resident, Resident's Representative or Resident's Legal Representative with the application for applicable benefits and adjust the Basic Rate accordingly. A change in the Basic Rate may necessitate a room assignment change, i.e. private room accommodations to semi-private accommodations.

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

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

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

F. Bed Reservation

1. 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 one 1/30th of the Your monthly rate. (The total of the daily rate for a one-month period may not exceed the established monthly rate). The length of time the space will be reserved is ninety (90) days. 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, a check for the outstanding balance of any advance payments on the basis of a per diem proration, if any, and any property or things of value held in trust or custody by the operator under Section IV of this agreement. Operator shall also return to You any money that comes into Operator's possession after your discharge by forwarding such funds to You. The Operator shall contact you to retrieve any property or items of value that come into the possession of the Operator after Your discharge or transfer and allow You at least three (3) days to pick up such items.

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

V. Transfer of Funds or Property to Operator

If You wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time following admission and during Your residency, and the Operator has agreed to accept such transfer, the Operator must enumerate the items given or promised to be given and 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

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 he/she will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

X. Admission and Retention Criteria for an Assisted Living Residence

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. An operator shall not exclude an individual on the basis of an individual's mobility impairment and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with federal, state and local laws .
2. The Operator shall conduct an initial pre-admission evaluation of a Prospective Resident to determine whether or not the individual is appropriate for admission.

3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.
4. If You are being admitted to a Special Needs Assisted Living Residence, the “Special Needs Assisted Living Residence Addendum” will apply.
5. If You are residing in a “Basic” Assisted Living Residence and Your care needs subsequently change in the future to the point that You require 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.
6. The Residence does not offer Enhanced Assisted Living Care, which is provided to persons who desire to continue to age in place, is in an Assisted Living Residence and who: (a) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (b) have chronic unmanaged urinary or bowel incontinence.

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 payments 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:

- Assist with the application for benefits as necessary
- Assist with the application(s) for alternative placement, if necessary

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

- Complete benefit applications as necessary
- Provide financial information to the Operator as requested

XIII. Termination and Discharge

A. 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. If upon Thirty (30) days notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility;
3. Upon 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.

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

The grounds upon which involuntary termination may occur are:

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

this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty (30)day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.

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

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

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

C. 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 the 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.

D. 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.

E. 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

A. 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' 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 him/herself or others; or

3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

B. 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.

For residents admitted to the Special Needs Assisted Living Residence or who have a guardian appointed, services will be made to the resident's representative or next of kind by certified mail, with a copy to the resident by certified mail.

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

XV. Resident Rights and Responsibilities

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

XVI. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit 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 any complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' organization that addresses the same.

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

XVII. Miscellaneous Provisions

- A.** This Agreement constitutes the entire Agreement of the parties.
- B.** 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.
- C.** Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

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.

(Signature of Resident) Date: _____

(Signature of Resident's Representative) Date: _____

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

(Signature of Operator or Operator's Representative) Date: _____

XIX. Personal Guarantee of Payment (Optional)

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

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

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

_____ not covered in the Basic Rate for which the Guarantor is responsible.

Guarantor's Signature

Date: _____

Guarantor's Name (Print)

XX. Guarantor of Payment of Public Funds (Optional)

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

Guarantor's Signature

Date: _____

Guarantor's Name (Print)

XXI. SPECIAL NEEDS ASSISTED LIVING RESIDENCE ADDENDUM

This is an addendum to a Residency Agreement made between DePaul Adult Care Communities, Inc., (the “Operator”), _____, (the “Resident or You”), _____,
(the “Resident’s Representative”), and (the “Resident’s Legal Representative”).

_____. Such Residency Agreement is dated _____.
This agreement is effective as of _____ and shall remain in effect until amended by the parties or until terminated by the parties in accordance with the provisions of Section XIII, termination of the Residency Agreement.

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 Addendum. This Addendum must be attached to the Residency Agreement between the parties.

I. Special Needs Assisted Living Certification

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at Wheatfield Commons located at 3920 Forest Parkway, North Tonawanda, NY 14120.

II. Request for and Acceptance of Admission

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

III. Specialized Programs, Staff Qualifications and Environmental Modifications

Specialized services to be provided in the Residence include daily activities tailored to challenge Residents with dementia.

Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to perform and carryout the tasks that Residents require. The Residence will be staffed with direct care personnel, a program director, a qualified activities director and case manager. Other staff not specifically assigned to the Residence are available to attend to needs of Residents that arise. The staffing plan will be adjusted to meet the needs of the Residents.

Each of our personal care aides, home health aides, and nurses receive comprehensive training on effectively and respectfully meeting the needs of persons with dementia. The training includes methods on successfully cuing such individuals to independently perform personal care tasks, coordinating care with the Resident and their family, and wandering prevention.

The Residence is organized as a secured unit that is equipped with delayed egress doors to prevent wandering. Window openings are limited to prevent accidents and elopement. The entire facility is equipped with a sprinkler system throughout, emergency call bells in all resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for Resident safety. Secured outdoor recreational areas are also available for Residents to safely enjoy the outdoors. The Residence has its own dining room to allow for staff to accommodate Resident's needs and dining schedule preferences and variations.

IV. Financial Arrangements

The following supersedes the financial arrangement section of the Residency Agreement except for the supplemental services section. The Resident and the Resident's Representative, if applicable, agree to pay, and the Operator agrees to accept, the following payment in full satisfaction of the basic rate for services as specified in the Residency Agreement, which the operator must provide according to law and regulations: Monthly rate: \$_____. Full payment is due on the 5th day of the month.

The resident agrees to apply for and maintain all applicable income entitlements and public benefits necessary to support payment for services provided by the operator.

V. Agreement Addendum Authorization:

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

Signature of resident

Date

Signature of resident’s representative if applicable

Date

Signature of operator of designee

Date

EXHIBIT I.A.1

IDENTIFICATION OF ROOM

Your room assignment at the time of admission is _____.

Whenever possible, the operator will accommodate Your request for a room re-assignment due to location, roommate preference, etc.

The Operator reserves the right to change Your room assignment whenever necessary to accommodate the needs of the program.

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; and 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

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Note: Coffee Pots, “hot pots”, toasters or any other cooking devices, Fans, air conditioners, etc. must be approved by the operator before installation. Extension cords are prohibited and wall outlet strips are limited and must be approved by the operator.

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.

<u>Item</u>	<u>Additional Charge</u>	<u>Provided By</u>
Professional Hair Grooming	Per vendor	Contracted community Hairdresser(s) @ Wheatfield Commons
Long Distance Telephone Service*	Per vendor	Local vendor
Local Phone Service*	Per vendor	Local vendor
Cable T.V.	Per vendor	Local vendor
Community Outings	Cost of admission tickets purchased, meals/food, etc.	Paid directly by the resident to the vendor.
Banking Services	No Charge	Administrative Assistant

* There are no contractual agreements between DePaul and the agencies listed above.
Residents who require such services are free to use any service provider they wish.

EXHIBIT I.D.

LICENSURE AND CERTIFICATION STATUS OF PROVIDERS

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

EXHIBIT II

DISCLOSURE STATEMENT

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4) and (5), DePaul Adult Care Communities, Inc. (“The Operator”) as operator of Wheatfield Commons (“The Residence”), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit XVIII of this Agreement.
2. DePaul Adult Care Communities, Inc. is licensed by the New York State Department of Health to operate Wheatfield Commons, 3920 Forest Parkway, North Tonawanda, NY, 14120 as an Assisted Living Residence as well as an Adult Home. The Operator is also certified to operate at this location a Special Needs Assisted Living Residence. This additional certification may permit individuals who develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive Special Needs Assisted Living Services, as long as the other conditions of residency set forth in this Agreement continue to be met.

The Operator is currently able to provide:

- a. Special Needs Assisted Living services for up to the maximum of 34 persons.

The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Special Needs Assisted Living programs.

It is important to note that The Operator is currently approved to accommodate within the Special Needs Assisted Living program only up to the numbers of persons stated above. If You become appropriate for the Special Needs Assisted Living services and one

of those units is available, you will be eligible to be admitted into the Special Needs Assisted Living program. If however, such units are at capacity and there are no vacancies, The Operator will assist You and Your representatives to identify and obtain other appropriate living arrangements in accordance with the New York State's regulatory requirements. If you become eligible for and choose to receive services in the Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your room within the Residence.

Following is a list of other health related licensure or certification status of The Operator or others providing services at Wheatfield Commons: Respite

3. The owner of the real property upon which the Residence is located is: DePaul Community Facilities. The mailing address of such real property owner is 1931 Buffalo Road, Rochester, NY 14624.

The following individual is authorized to accept personal service on behalf of such real property owner: DePaul Adult Care Communities, Inc. Attn: President; 1931 Buffalo Road, Rochester, NY 14624

4. The Operator of the Residence is DePaul Adult Care Communities, Inc. The mailing address of the Operator is: 1931 Buffalo Road, Rochester, NY 14624.

The following individual is authorized to accept personal service on behalf of the Operator:

DePaul Adult Care Communities, Inc. Attn: Regional Director, 1931 Buffalo Road, Rochester, NY 14624

5. List any ownership interest in excess of 10% on the part of The Operator (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:

NA

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

N/A

7. Residents may elect to receive services in addition to those provided by the Operator from service providers of their choice.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. Residents who are eligible for public funds may use such funds for payment for residential, supportive or home health services, including but not limited to 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 is 1-866-893-6772.
11. 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 716-878-2385 The NYSLTCOP web site is: www.ltombudsman.ny.gov
12. New York State laws and regulations applicable to adult care facilities and assisted living residences can be found in Article 7 of the Social Services Laws, Article 46-B of the Public Health Law, 18 NYCRR sections 485-488 and 10 NYCRR Part 1001. Operators are also subject to certain federal regulations at 42 CFR 411.301(c)(4).

EXHIBIT III.B

SUPPLEMENTAL OR COMMUNITY OR ADDITIONAL FEES

Additional Fee:

- None.

Supplemental Fee:

- Exhibit I.C.

Community Fee:

- A non-refundable one-time community fee is collected at the time of admission.....\$2,000.

EXHIBIT III.C

RATE OR FEE SCHEDULE

Private Room- ALR Assisted Living Residence

Unit A (400 SF) - \$5,265 per month

Unit B (456 SF) - \$5,500 per month

Unit C (478 SF) - \$5,660 per month

Unit D (490 SF) - \$5,765 per month

Semi-Private - Room- ALR Assisted Living Residence

Unit A (400 SF) - \$3,115 each person per month

Unit B (456 SF) - \$3,225 each person per month

Unit C (478 SF) - \$3,305 each person per month

Unit D (490 SF) - \$3,330 each person per month

Private Room - Special Needs Assisted Living Residence (SNALR)

\$6,710 per month – private room

Semi-Private - Special Needs Assisted Living Residence (SNALR)

\$4,915 each person per month

The above rates are considered the “Basic Rates” for the Residence and include room accommodations, furnishings and all Basic Services described in Section I.B. of this agreement. See Exhibit III B. for charges for supplemental, additional and community fees.

EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

Wheatfield Commons does not accept responsibility for transfer of property.
Residents are able to make arrangements with local banking institutions for direct payment of rent to Wheatfield Commons, A DePaul Adult Care Community via check, credit card or automatic monthly withdrawals.

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

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

Adult Care Facility Inventory of Resident Property

FACILITY NAME: _____

OPERATING CERTIFICATE NUMBER: _____

			RESIDENT NAME	INVENTORY DATE	DATE RETURNED TO RESIDENT	RESIDENT INITIALS
ITEM	QUANTITY	ESTIMATED \$ VALUE (if known)	DESCRIPTION			

RESIDENT SIGNATURE

DATE

AUTHORIZED FACILITY REPRESENTATIVE SIGNATURE

DATE

X

X

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

EXHIBIT XI.

RULES OF THE RESIDENCE

MEALS

All meals are served in our dining room. Tray service to your room is available if you are unable to go to the dining room due to illness. We ask that residents are dressed for meals. The daily menu and the weekly menu are posted next to the dining room entrance. All menus are approved by a registered dietitian. Mealtimes are as follows:

Breakfast – open seating anytime between 7:30am and 9:00am.

Dinner which is the main meal of the day; is served at 12noon.

Supper is served at 5:00pm.

Snacks are available in the evening in the activity room. Assisted Living residents can also keep dry goods in the cupboard and perishables in the refrigerator located in their rooms.

Guests are welcome in the dining room at any meal. Please let the administrative assistant know you will be entertaining guests as far in advance as you possibly can. The cost for guest meals is \$5.00. Payment may be made with the administrative assistant at the front desk.

MEDICATIONS

Medications are very important to the health and well-being of many of our residents. Our community takes great pride in creating systems which meet regulatory requirements while still being resident friendly. Our community has trained medication aides who will assist you with all your medications. This team of individuals, including our resident care director, will partner with you to make sure that all your medications including over-the-counter (PRN) medications are ordered by your physician and are taken as prescribed. While our community has common medication times, we will strive to accommodate any special need you may have. Individuals desiring the ability to manage their own medications will need a physician's order to do so and staff will monitor this process in partnership with you. For the safety of all individuals, please store your medications in a secured area of your room.

PHARMACY SERVICES

We have an agreement with a local pharmacy that will deliver medications right to our community. Upon admission to our community this option will be reviewed with you, however you have the right to use the pharmacy of your choice. This will also be discussed with you upon admission, and should you have further questions, please see the resident care director. The cost of all your medications will be billed directly to you by the pharmacy.

PACKED MEDICATIONS

Packed Medications are available if you are going to be out of the community for any reason during your medication assistance times, please alert the resident care staff in the medication room and they will pack your medications for you to take along. This is a process that requires thorough attention. Please know that we will strive to accommodate all of your needs. Advance notice is always appreciated.

PHYSICIAN VISITS

Anytime you have a medical appointment, we ask that you let medication room staff know so that they can give you a medical consult form to take along with you. The completion and return of this form to the community following your appointment is necessary to ensure that medication room staff is aware of any changes your doctor has prescribed for you.

Physician and podiatry services are available on-site if you would like to change providers. Please see the resident care director for details on how to make this change. Good communication between you, your family and our community will help to ensure your medical needs are attended to, so please do not hesitate to discuss all concerns to our staff.

RESIDENT FIRE PROCEDURES

Our community is equipped with fire-rated doors to every resident room located throughout the corridors. As a result of these additional safety designs we practice progressive evacuation procedures in the event of an actual fire. This procedure allows for a resident to remain in their room or in areas of the community not affected by a fire. Please read the following instructions carefully as they may differ from how you have evacuated in other living situations. Our staff practices this type of evacuation on a regular basis. You will be asked to participate in fire drills and progressive evacuation throughout your stay with us in order to familiarize yourself with this process. Should you have any questions or concerns, please see the resident care director or administrator for clarification. Please review resident fire procedures carefully and keep them handy as a reference tool if needed.

If a fire occurs in your room or the smoke detector in your room sounds:

- If safe to do so, activate the Emergency Call Button.
- Leave your room immediately. Do not take time to gather personal belongings.
- Close the door to your room as you are leaving.
- Advise a staff member of the fire and its location.

If the building fire alarm horns sound and the fire is not in your room:

- Stay in your room.
- Close your window(s) if open and keep your door closed.
- Wait for instructions from staff or fire fighters.

PULL CORDS AND CALL BUTTONS

Pull cords for resident use are located by the bedside in the sleeping area of the bedroom, by the toilet, and between the sink and shower in the resident bathrooms. We also offer personal pendant call buttons to all Assisted Living residents for greater security anywhere inside our building and outside on our grounds.

ROOM CHECKS

Rooms are checked every two hours between 8:00pm and 5:00am. Staff will be very quiet and not disturb you, however they will open your door to check on you.

WATER TEMPERATURES

Please check the water temperature carefully, since hot water temperatures reach up to 120 degrees. Always run hot and cold water together and do not hesitate to let staff know if you need assistance.

SIGN IN/SIGN OUT

For safety reasons, all residents and guests are asked to sign in and out of the community. Both the resident and the visitor log can be found in the front lobby.

ACTIVITIES

Our activities director plans a full calendar of monthly activities. A copy of the schedule is posted outside the dining room and is available to residents and families at the front desk. It is hoped that all residents will participate in activities they find enjoyable. We are always open to new activity ideas. Activities may be held in various areas of the community. Please check the activity calendar for the location.

GARDENS

Gardens are provided for your use and pleasure. Please feel free to invite family members and guests to enjoy these areas with you.

NEWSPAPER

Newspaper subscriptions can be made directly through the vendor of your choice. Bills are sent by the vendor to individual residents or to the family representative. Newspapers will be delivered to your mailbox when they arrive at the community.

TELEVISION

Cable television is available in the lounges for resident enjoyment. Each room is wired for cable access should you desire to bring a television to use in your room. Arrangements can be made directly through the provider of your choice. Bills should be sent directly to residents or to their representatives.

MAIL

Mail is delivered daily by the post office, Monday through Saturday. Each resident has their own mail box located in the front lobby area. Mail sent to the Special Needs Assisted Living residents, will be delivered to the residents' room. Outgoing stamped mail may be placed in the mailbox located in the lobby area. Pick up for outgoing mail is at noon each delivery day. Should you wish to have business mail sent elsewhere, please see our administrative assistant for further information.

BANKING

Our community provides an opportunity to establish individual person spending accounts for residents so they can have access to cash as needed. All accounts are overseen by the administrative assistant and can be accessed during the business hours of 8:30 A.M. through 12:30 P. M – Monday through Friday. The bank is closed on holidays and the administrative assistant will post those holidays no later than a week in advance of the date.

HOUSEKEEPING

rooms are straightened and beds are made daily. Full housekeeping including bed changes is provided weekly or on as as-needed basis. We provide bath towel, hand towel, washcloth and all bedding, including flat and fitted sheets and pillow cases, blanket, pillow, and bedspread. You may wish to bring additional blankets, bedspreads and pillows for added comfort.

SALON SERVICES

Our salon is located near the den and activity room area. An independent hairdresser provides these services to our residents. Appointments are made at the front desk. Prices and hours are posted. Women's and men's services are available. Should you wish to have your own stylist use our salon to provide your services, please see the resident care director or administrator for more information.

WORSHIP SERVICES

Worship services are provided for residents of many denominations. They are listed on the monthly activity calendar. Residents are welcome to join all worship services regardless of your religious affiliation.

SAFETY INFORMATION

Our regulations prevent resident use of multiple adapters, throw rugs without rubber backing, heat producing appliances in our resident Rooms. Additionally, our regulations regarding heating pads, electric blankets, extension cords and power strips are very specific, so please check in with the maintenance director, resident care director or administrator before purchasing these items as there are many restrictions. We do not allow open flames of any kind in our community for the safety of all who reside with us.

VALUABLES

Residents are discouraged from keeping valuables in their Rooms. For added security, we request that you lock valuables in your locked nightstand.

PETS

Pets may come to visit at any time. They must be kept under the control of their owners and are not allowed to roam in rooms or common areas. If your pet visits frequently, we would appreciate a copy of the up-to-date vaccination record for our files. Small pets may be allowed to live in private Rooms at the discretion of the administrator provided that the resident is able to care for the pet.

WEAPONS

Weapons of any kind are not permitted on the property.

ALCOHOL

Alcoholic beverages are not permitted in the building without a Doctor's order. Please see the resident care director for details.

SMOKING

For the health and well-being of all our residents, we are a non-smoking setting. Due to the lack of evidence regarding electronic cigarettes, we have chosen to treat these items as though they are actual cigarettes.

ADMINISTRATIVE OFFICES

Administrative offices are at the center of the community, accessible from the Assisted Living entrance.

The administrator and resident care director/case manager are available to answer questions, solve problems, meet with family members or simply have you drop in for a visit. Just stop at the front desk and the administrative assistant or receptionist will assist you.

GRIEVANCES

Every attempt is made to ensure that residents are well served by our staff. In the event of a problem or concern, it should be brought to the immediate attention of the director or administrator. Should you feel that we are not resolving your concern, please use the information found in Exhibit XVI to assist you in the resolution of your concern(s).

RESIDENTS RIGHTS

You have the right to receive services from providers with whom Wheatfield Commons, A DePaul Adult Care Community, does not have a formal agreement.

Residents have the right to choose their own health care providers. We do not make that choice for our residents. Additional information concerning resident rights, can be found on Exhibit XV contained in this agreement.

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 Assisted Living Operator, to governmental officials, to long-term care ombudsmen or to any other person without fear of reprisal, and to join with other residents or individuals within or outside of the residence to work for improvements in resident care:
- (E) Every resident shall have the right to manage his or her own financial affairs:
- (F) Every Resident shall have the right to have privacy in treatment and in caring for personal needs;
- (G) Every resident shall have the right to confidentiality in the treatment of personal, social, financial and medical records, and security in storing personal possessions:
- (H) Every resident shall have the right to receive courteous, fair and respectful care and treatment and a written statement of the services provided by the residence, including those required to be offered on an as-needed basis;
- (I) Every resident shall have the right to receive or to send personal mail or any other correspondence without interception or interference by the operator or any person affiliated with the operator;
- (J) Every resident shall have the right not to be coerced or required to perform work of staff members or contractual work:
- (K) Every resident shall have the right to have security for any personal possessions if stored by the operator:

(L) Every resident shall have the right to receive adequate and appropriate assistance with activities of daily living, to be fully informed of their medical condition and proposed treatment, unless medically contraindicated and to refuse medication, treatment or services after being fully informed of the consequences of such actions, provided that an operator shall not be held liable or penalized for complying with the refusal of such medication, treatment or services by a resident who has been fully informed of the consequences of such refusal;

(M) Every resident and visitor shall have the responsibility to obey all reasonable regulations of the residence and to respect the personal rights and private property of the other residents;

(N) Every resident shall have the right to include their signed and witnessed version of the events leading to an accident or incident involving such resident in any report of such accident or incident;

(O) Every resident shall have the right to receive visits from family members and other adults of the resident's choosing without interference from the Assisted Living Residence.

(P) Every resident shall have the right to written notice of any fee increase not less than forty-five days prior to the proposed effective date of the fee increase provided, however, providing additional services to a resident shall not be considered a fee increase pursuant to this paragraph; and

(Q) Every resident of an assisted living residence that is also certified to provide enhanced assisted living and/or special needs assisted living shall have 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

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

DePaul strives to provide high quality services to residents, as well as education and support to families. If you have any concerns about DePaul's services, staff or communities, we encourage you to tell us so we can respond quickly and cooperatively. The names and titles of all staff will be posted on the bulletin board outside the dining room.

Ongoing communication among residents, family members, and staff provide an opportunity to discuss issues and concerns.

1. Most concerns can be positively resolved through direct communication between the resident and the staff person immediately involved.
2. If you feel that you are unable to resolve a conflict through direct communication with staff on shift, please contact the Resident Care Director/Case Manager, Assistant Director or the Administrator at Wheatfield Commons. You may also make an anonymous grievance by placing a written grievance in the community's suggestion box located near the front desk or by calling the hotline at 1-877-778-5463. This number is answered by a third-party company that Depaul contracts with to receive anonymous reports.
4. If the issue still remains unresolved, or if you believe that your concern should be further addressed, speak to the community's Regional Director. Contact information will be available by calling the main office at: (585) 426-8000.
5. If the issue continues to remain unresolved, or if you believe that your concern should be further addressed by a DePaul senior management staff member, please phone or mail the Vice President of Quality Management at:

1931 Buffalo Road
Rochester, NY 14624
(585) 426-8000

The Vice President of Quality Management will document your concern and coordinate the process that facilitates a mutually-satisfactory outcome for you and DePaul. The Vice President of Quality Management will review your concerns and discuss them with the Administrator, Regional Director and/or the Vice President of Adult Care Communities. That person will work toward reaching a mutually-agreeable solution with you and any involved staff. Serious health, safety, and professional misconduct concerns will be responded to immediately, and all other concerns within ten (10) working days.

6. If no agreement is reached, after the previous steps have been taken, ask the Vice President of Quality Management to request review of the matter by the President of DePaul. The

president will respond to you within ten (10) working days to review previous attempts to resolve differences and propose a plan for resolution.

7. A written response to your concern will be provided upon request. The frequency of formal concerns filed, the nature of the concerns, and the outcome of the review process will be summarized by the Vice President of Quality Management and reviewed with the Board of Directors on an annual basis. Residents will be informed only upon request of action related to concerns raised to the attention of the DePaul senior management.

8. At any time in this process you have the right to contact:

Adult Care Facility Surveillance
Western Regional Office
333 East Main Street, 1st floor
Rochester, New York 14604-2127

9. You also have the right to obtain outside advocacy and/or legal assistance should you feel you need to. The lists below represent organizations in the area that provide advocacy services, information and referral services as well as legal services should you desire to contact them.

COMMUNITY RESOURCES PROVIDING ADVOCACY SERVICES

1. Niagara County Services – Niagara County Office for the Aging 716.438.4028
2. Protective Services for Older Adults- 716.858.6877
3. Dale Association – 716.433-1886- ext. 103
4. Niagara county Department of Health – 716.439. 7430
5. American Red Cross Ombudsman Program – 716.878.2385

NIAGARA COUNTY LEGAL SERVICES AGENCIES

1. Legal Services for the Elderly – 726.853.3087
2. Legal Aid Bureau (for information and referral) 716.847.0662
3. Volunteer Lawyer Project (referrals) 716.847.0662

EXHIBIT XVIII

**CONSUMER INFORMATION GUIDE:
ASSISTED LIVING RESIDENCE**

TABLE OF CONTENTS

	Page
Introduction	43
What is an Assisted Living Residence?	43
Who Operates ALRs?	44
Paying for an ALR	44
Types of ALRs and Resident Qualifications	44
Basic ALR	44
Enhanced ALR (EALR)	45
Special Needs ALR (SNALR)	45
Comparison of Types of ALRs	46
How to Choose an ALR	47
Visiting ALRs	47
Things to Consider	47
Who Can Help You Choose an ALR?	48
Admission Criteria and Individualized Service Plans (ISP)	49
Residency Agreement	49
Applying to an ALR	49
Licensing and Oversight	50
Information and Complaints	50
Glossary of Terms Related to Guide	51

INTRODUCTION

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

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

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

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

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

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

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

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

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

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

WHO OPERATES ALRs?

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

PAYING FOR AN ALR

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

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

TYPES OF ALRs AND RESIDENT QUALIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Comparison of Types of ALRs

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

HOW TO CHOOSE AN ALR

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

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

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

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

Location: Is the residence close to family and friends?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

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

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

APPLYING TO AN ALR

The following are part of entering an ALR:

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

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

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

An Assisted Living Model Residency Admission Agreement is available on the New York State Health Department’s website at:

http://www.nyhealth.gov/facilities/assisted_living/docs/model_residency_agreement.pdf.

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

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

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

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

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

LICENSING AND OVERSIGHT

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

INFORMATION AND COMPLAINTS

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

Glossary of Terms Related to Guide

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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