RESIDENCY AGREEMENT

For

Park Terrace at Radisson

Contents

ADULT HOME RESIDENCY AGREEMENT

This agreement is made between Park Terrace at Radisson (the "Operator"), _____ (the "Resident" or "You"), _____(the "Resident's Representative", if any) and _____ (the "Resident's Legal Representative", if any).

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate 2981 Town Center Road East, Baldwinsville NY 13027 an Assisted Living Residence known as Park Terrace at Radisson and as an Adult Home.

Select all that apply:

☐ The Operator does not have any additional certifications at this location.

☐ The Operator is certified to operate, at this location, an Enhanced Assisted Living Residence.

☒ The Operator is certified to operate, at this location, a Special Needs Assisted Living Residence.

B. You have requested to become a Resident at Park Terrace at Radisson and the Operator has accepted your request.

AGREEMENTS

Housing Accommodations and Services

Beginning on _____ *(date of residency),* 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.

Housing Accommodations and Services

1. Your Living Space: You may occupy and use a:

   ☐ private or ☐ semi-private living space

   as identified on Exhibit I.A.1, subject to the terms of this Agreement.

2. Common areas: Pursuant to regulation at Title 18 of New York Codes, Rules, and Regulations, at Section 485.14(b), coupled with federal regulation at Title 42 of the Code of Federal Regulations at Section 441.301(c)(5), for at least ten (10) hours per day, between the hours of 9:00 a.m. and 8:00 p.m. you will be provided unrestricted access to common areas at _____. Specifically, you will be provided with unrestricted access the following general-purpose rooms:

Access to common areas including living rooms in the A, D, and C wings and main living room area.

Select One:

☒ Unrestricted access to at least one general purpose room is accessible 24 hours per day, seven days a week.

☐ Use of these general-purpose rooms outside this timeframe may be accommodated as follows:

3. Furnishings/Appliances Provided by The Operator: Attached as Exhibit I.A.3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your living space.
4. Furnishings/Appliances Provided by You: Attached as Exhibit I.A.4. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by You in Your living space. Such Exhibit also contains

any limitations or conditions concerning what type of appliances are not permitted (e.g., due to amperage concerns, etc.).

Basic Services

Pursuant to regulation at Title 18 of New York Codes, Rules, and Regulations ("18 NYCRR"), Section 487.7, the following services ("Basic Services") will be provided to you, in accordance with your Individualized Services Plan.

1. Meals and Snacks: three (3) nutritionally well-balanced meals per day and three (3) snacks per day are included in Your Basic Rate, pursuant to 18 NYCRR §487.8.

   The following modified diets will be available to You if ordered by Your Physician and included in Your Individualized Service Plan:

   Regular Diet No Concentrated Sweets Pureed Consistency Chopped Consistency

   • Food and Drink are available to You 24 hours per day, 7 days a week in the following way(s):

   Asking of staff on shift for assistance with obtaining additional snack/drinks

2. Activities: Pursuant to Title 18 of New York Codes, Rules and Regulations at Section 487.7(h), 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 Park Terrace at Radisson.

3. Housekeeping: Pursuant to Title 18 of New York Codes, Rules and Regulations at Sections 487.9(h) and 487.11(j), the Operator will provide the following housekeeping services:

Housekeeping services are completed once a week and as needed. Trash is removed daily. Housekeeping services include sweeping/vacuuming, mopping, wiping of counters, etc.

4. Linen Service: The Operator will provide a minimum of two (2) sheets; one (1) pillowcase, at least one (1) blanket, one (1) bedspread, and towels and washcloths, all clean and in good condition pursuant to Title 18 of New York Codes, Rules, and Regulations at Section 487.11(i)(8),(9).
5. Laundry of your personal washable clothing: The Operator will provide the following laundry services:

Laundry services are completed once a week and as needed. Included with laundry service is a full linen change. Laundry is washed and dried in facility laundry room and then returned to resident room to be put away. Dry cleaning is not an option.

6. 24-hour Supervision: Pursuant to Title 10 of New York Codes, Rules, and Regulations (NYCRR) Section 1001.10(g) and Title 18 NYCRR Section 487.7(d), the Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include

monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law and required by the New York State Department of Health.

7. Case Management: Per Title 10 of New York Codes, Rules, and Regulations (NYCRR) Section 1001.10(i) and Title 18 NYCRR Section 487.7(g), the Operator will provide case management services in accordance with law. Such case management services will be delivered by appropriate staff and include identification and evaluation of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

8. Personal Care: Pursuant to Title 18 of New York Codes, Rules, and Regulations at Section 487.9(g)(2), the Operator will provide a minimum of three and three-quarter (3.75) hours per week of personal care services including:

   • Wellness checks such as weight and blood pressure monitoring; and

   • Basic assistance with personal care including some assistance with bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), feeding, medication acquisition, storage and disposal, assistance with self- administration of medication.

9. Development of Individualized Service Plan: An Individualized Service Plan will be developed to address the resident's needs per Public Health Law Section 4659 and regulation at Title 10 of New York Codes, Rules, and Regulations at Sections 1001.2(k), 1001.7(k), and 1001.10(c). This plan will be reviewed and revised every six (6) months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing care needs.

Additional Services

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

Licensure/Certification Status

Per regulation at Title 10 of New York Codes, Rules and Regulations at Section 1001.8(f)(4)(iv), 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.

Disclosure Statement

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4) and (5), Premier Senior Living as operator of Park Terrace at Radisson hereby discloses the following, as required by Public Health Law Section 10 4658(3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D-1 of this Agreement.
2. Premier Senior Living is licensed by the New York State Department of Health to operate Park Terrace at Radisson at 2981 Town Center Road East, Baldwinsville NY 13027 an Assisted Living Residence as well as an Adult Home.

   Select all that apply:

   ☐ The Operator does not have any additional certifications at this location.

   ☐ The Operator is certified to operate, at this location, an Enhanced Assisted Living Residence.

   ☒ The Operator is certified to operate, at this location, a Special Needs Assisted Living Residence.

   This additional certification (or these additional certifications) may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living

Residence to be able to continue to reside in Park Terrace at Radisson and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met. The Operator is currently approved to provide:

a. Enhanced Assisted Living services for up to a maximum of 0 persons.
b. Special Needs Assisted Living services for up to a maximum of 13 persons.

The Operator will post prominently in _____, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services and/or Special Needs Assisted Living programs.

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

and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements.

If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your living space within Park Terrace at Radisson.

Following is a list of other health related licensure or certification status of The Operator or others providing services at Park Terrace at Radisson:

1. Special Needs Assisted Living Residence Program
2. Podiatry Services offered at Park Terrace at Radisson

3. The owner of the real property upon which Park Terrace at Radisson is located is Premier Senior Living. The mailing address of such real property owner is 245 Park Avenue, New York NY 10167. The following individual is authorized to accept personal service on behalf of such real property owner Meghan Chiumento, Executive Director Located at 2981 Town Center Road East, Baldwinsville NY 13027.
4. The Operator of Park Terrace at Radisson is Premier Senior Living. The mailing address of the Operator is 245 Park Avenue, New York NY 10167. The following

individual is authorized to accept personal service on behalf of the Operator: Meghan Chiumento, Executive Director Located at 2981 Town Center Road East, Baldwinsville NY 13027.

5. List any ownership interest in excess of ten percent (10%) on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of Park Terrace at Radisson.

Premier Senior Living has no other ownership in excess of ten percent (10%) in any entity that provides care, material, or other services to residents of Park Terrace at Radisson.

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

7. Outside Providers: The Community, however, will make every effort to assist you in obtaining appropriate home care or health care services if You so desire, and will coordinate the care provide by the operator and the additional nursing, medical and/or hospice services.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. Public Funds: In regard to the availability of public funds for payment of residential, supportive, or home health services will be dependent on your

insurance coverage. Long-term care insurance and Veterans Aid and Attendance could potentially pay for your residential stay at Park Terrace at Radisson. Medicare and other private insurance companies could pay for home health services. Additionally, Park Terrace at Radisson is enrolled in the Special Needs Assisted Living Voucher (SNALR Voucher); however, there are certain requirements to be eligible for the voucher program. Requirements include diagnosis information, residency requirements, income standard, resources/assets, and insurance information. Voucher acceptance would be dependent on availability through the New York State Department of Health.

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

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 315-671-5178. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

Fees

Basic Rate

Select all that apply

☐ The Resident ☐ The Resident's Representative

☐ The Resident's Legal Representative

☐ Other, please specify:

agree that they will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I. B. of this Agreement (the "Basic Rate"). The Basic Rate as of the date of this agreement is ($\_\_\_\_\_) (month) or ($ _____) (day).

Tiered Fee Arrangements

Park Terrace at Radisson

☐ does ☐ does not utilize tiered fee arrangements.

Any "Tiered" fee arrangements, in which the amount of the Monthly Rate depends upon the types of services provided, the number of hours of care provided per week for some type of service and the fees for each "tier" of care, are set forth in detail in Exhibit III.A.2. and made a part of the Agreement. Such exhibit describes the types of services provided, the number of hours of care provided per week for such service, the fees for

each “tier” of care, and describes who will be providing care, if other than staff of the Operator.

Supplemental, Additional or Community Fees

Pursuant to Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4), the Residency Agreement includes a description of supplemental, additional, or community fees from the Operator directly or through arrangements with the Operator, stating who provides such services if not the Operator, and provide a detailed explanation of the services and amenities covered by the rates, fees, or charges.

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

A Supplemental fee must be at Resident option. 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).

Any charges for supplemental or additional fees by the Operator shall be made only for services and supplies that are actually supplied to the Resident. A Community fee is a one-time fee that the Operator may charge at the time of Admission. A Community fee cannot be used to cover administrative costs required by the Operator including, but not limited to, an application fee. The Operator must clearly inform the prospective

Resident what the amount of the Community fee will be as well as any terms regarding refund of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may choose whether to accept the Community fee as a condition of residency in Park Terrace at Radisson, or to reject the Community fee and thereby reject residency at Park Terrace at Radisson.

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, 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.

Billing and Payment Terms

In accordance with Title 10 of New York Codes, Rules and Regulations, Section 1001.8(f)(4)(xiv), the following information is presented.

Payment is due by 1st of the month *(due date)* and shall be delivered to Park Terrace at Radisson or online via e-pay.com. If a payment is not received within seven (7) days

of the due date, a late fee of $_____ will be charged.

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,

Please refer to Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xv).

Such procedures are in accordance with the provisions regarding termination of the agreement set forth in Section XIII.

Adjustments to Basic Rate or Additional or Supplemental Fees

1. Per Title 10 of New York Codes, Rules, and Regulations, section 1001.8(b)(2)(xvi), You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, except in the following circumstances:
    a. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care,

services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.

b. 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.

c. 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.

2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator, once You have been admitted as a resident.

Bed Reservation

The following is provided in accordance with Tittle 18 of New York Codes, Rules, and Regulations at Section 487.5(d)(6)(xvii).

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 $3,000.00 per one-time

(day/week/month/year). (The total of the daily rate for a one-month period may not exceed the established monthly rate). The [basic] length of time the space will be reserved is 30 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.

Refund/Return of Resident Monies and Property

The following is provided pursuant to Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xvi).

Upon termination of this agreement or at the time of Your discharge, but in no case more than three (3) business days after Your discharge, the Operator must provide You, Your Representative and/or Legal Representative, and any other person designated by You, with a final written statement of Your payment and personal allowance accounts at Park Terrace at Radisson.

The Operator must also return at the time of Your discharge, but in no case more than three (3) business days after Your discharge, any of Your money or property which comes into the possession of the Operator after Your discharge. The

Operator must refund on the basis or a per diem proration any advance payment(s) which You have made.

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

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 _____is located in order to determine what should be done with property of Your estate.

Transfer of Funds or Property to Operator

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

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

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

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. Please refer to Title 10 of New York Codes, Rules, and Regulations at Section 1001.9.

Tipping

In accordance with Title 18 of New York Codes, Rules, and Regulations at Section 487.10(g)(7), the Operator must not accept, nor allow Residence staff or agents to accept, any tip or gratuity in any form for any services provided or arranged for as required by statute, regulation, or agreement.

Personal Allowance Accounts

Some recipients of Supplemental Security Income (SSI) may be entitled to a monthly personal allowance in accordance with Social Services Law.

The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DOH-5195) with You or Your Representative.

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

SSI is a federal program for those who meet the definition of disabled and have limited income and resources. Information regarding SSI is available at https://otda.ny.gov/programs/disability-determinations/.

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

You must complete the following:

☐ I receive SSI funds OR ☐ I have applied for SSI funds

☐ I receive SNA funds OR ☐ I have applied for SNA funds

☐ I do not receive either SSI or SNA funds

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

Please refer to Title 18 of New York Codes, Rules, and Regulations at Sections 485.12, 487.5(d)(6)(xii), 487.6, and 487.10(f).

Admission and Retention Criteria for an Assisted Living Residence

The following is made known per Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xii).

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 sole basis that such individual is a person who primarily uses a wheelchair for mobility and shall make reasonable accommodations to the extent necessary to admit such

individuals, consistent with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. and with the provisions of those sections.

2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.
4. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the “Enhanced Assisted Living Residence Addendum” will apply.
5. If You are being admitted to a Special Needs Assisted Living Residence, the “Special Needs Assisted Living Residence Addendum” will apply.
6. If You are residing in a “Basic” Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement,

pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.

7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
    a. chronically require the physical assistance of another person in order to walk; or
    b. chronically require the physical assistance of another person to climb or descend stairs; or
    c. are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
    d. have chronic unmanaged urinary or bowel incontinence.
8. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are evaluated as requiring 24-hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

Rules of the Residence

The Rules of the Residence are set forth in the Resident Handbook that has been provided to You.

By signing this Agreement, You acknowledge that you have received a copy of the Community's Resident Handbook.

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

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

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

5. Informing the Operator promptly of any change in health status, change in physician, or change in medications.
6. Informing the Operator promptly of any change of name, address and/or phone number.

Termination and Discharge

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xiii), this Residency Agreement and residency in _____ *(insert Name of Facility)* may be terminated in any of the following ways:

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

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which Park Terrace at Radisson 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 Park Terrace at Radisson.

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 _____ to other residences or is making other provisions for the Residents' continued safety and care.

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

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

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

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

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

Transfer

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

1. When You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;
2. In the event that Your behavior poses an imminent risk of death or serious physical injury to Yourself or others; or

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

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

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

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

Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in Park Terrace at Radisson 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 Park Terrace at Radisson. Please refer to regulation at Title 10 of New York Codes, Rules, and Regulations at Section 33 1001.8(f)(4)(x).

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

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

Miscellaneous Provisions

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

Agreement Authorization

We, the undersigned, reflect all parties to be charged under this Agreement per Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(2)(i), have read this Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

_____

Date *Signature of Resident*

_____

Date *Signature of Resident's Representative*

_____

Date *Signature of Resident's Legal Representative*

_____

Date *Signature of Operator/Operator's Representative*

(Optional) Personal Guarantee of Payment

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

_____ (*insert Name)*, personally, guarantees payment of charges for Your Basic Rate.

_____*(insert Name)* personally, guarantees payment of charges for the following services, materials, or equipment, provide to You, that are not covered by the Basic Rate: Insert the services, materials, or equipment not covered in the Basic Rate for which the Guarantor is responsible.

_____

Date *Guarantor's Signature*

_____

Guarantor's Name (Print)

(Optional) Guarantor of Payment of Public Funds

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

_____

Date *Guarantor's Signature*

_____

Guarantor's Name (Print)

EXHIBIT I.A.1. IDENTIFICATION OF LIVING SPACE

RESIDENT NAME: _____

UNIT #: _____

UNIT TYPE: _____

UNIT LOCATION: _____

UNIT DESCRIPTION: _____

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

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

☐ Bed ☐ Nightstand ☐ Drawer

☐ Chair ☐ Bed Linen ☐ Pillow

☐ Bedspread ☐ Bath Linens ☐ Wastebasket

☐ Couch ☐ Easy Chair ☐ Table

☐ Other: _____

☐ Other: _____

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

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 included.

Item:	Additional Charge:	Provided By:
Food Service:		
Guest Meals	$ 10.00	Resident/family pays. Food provided by Park Terrace
Guest meals for aides/companions: If you have a paid private aide or other companion that lives with you, a guest meal package is available that includes one meal per day	$ 10.00	Resident/family pays. Food provided by Park Terrace.
Catering and Special Events	$ n/a	n/a
Other, specify:	$	
Wellness:		
Medical Transport: *Medical transportation charges included here are those over and above Medicare, Medicaid, and Third-Party Payment.*	$ Dependent on service	Resident/family responsible for cost.
Other, specify:	$	
Housekeeping & Maintenance:		
Carpet Cleaning: Spot Only (beyond normal maintenance)	$ Dependent on service	Resident/family pays. Service provided by Park Terrace or outside service.
Carpet Cleaning: Additional Shampooing (beyond normal maintenance)	$ Dependent on service	Resident/family pays. Service provided by Park Terrace or outside service.

Internal move/transfer to another apartment fee: if a resident chooses to move to another apartment, an internal move fee will be charged. No fee is charged if the move is required.	$ Dependent on move	Resident/family pays. Service provided by Park Terrace.
Key Replacement	$ 10.00	Resident/family
Pet Fee (check all that apply) X One-Time ____Monthly ____Refundable X Non-Refundable	$ 1,000.00	Resident/family
Utilities		
Local and long-distance telephone service	$ Dependent on service	Resident/family pays. Service provided by Spectrum.
Cable television	$ Dependent on service	Resident/family pays. Service provided by Spectrum.
Miscellaneous		
Salon and spa	$ Dependent on service	Resident/family pays. Costs available in Resident Handbook.
Dry Cleaning	$ n/a	
Transportation to Community Events/Cultural Activities	$ n/a	

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

EXHBIT I.D. LICENSURE/CERTIFICATION STATUS OF PROVIDERS

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

XII EXHIBIT III.A.2. TIERED FEE ARRANGEMENTS

All residents receive Basic Services in addition to their Housing Accommodations as part of their Basic Rate. Basic Services include reminders (e.g., meals, showers, etc.); wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), feeding, medication acquisition, storage and disposal, and assistance with self- administration of medication.

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

Park Terrace at Radisson ☒ does ☐ does not utilize tiered fee arrangements.

Tiered Fees are determined by a comprehensive assessment by a licensed representative of the Community, in consultation with Your physician, during the following events: prior to move-in; whenever there are significant changes in Your needs; upon Your physician's request; and every 6 months after your move-in. If the comprehensive assessment indicates that you require services in excess of the basic personal care level, You will be placed in the appropriate Tier for your level of care and you will be required to pay the associated additional fees, as follows:

Tier/Level of Care	Services	Monthly Rate
Level 0	All services provided at the Basic Rate.	$ 0.00
Level 1	All services provided in the Basic Rate, plus what is discussed from the "Levels of Care" attachment that equals to a point system of 1-10.	$ 515.00
Level 2	All services provided in the Basic Rate, plus what is discussed from the "Levels of Care" attachment that equals to a point system of 11-20.	$ 773.00
Level 3	All services provided in the Basic Rate, plus what is discussed from the "Levels of Care" attachment that equals to a point system of 21-30	1,236.00

Dressing	Independent: 0 points Needs/Receives Supervision: 2 points Needs/Receives Assist of 1: 3 points Total Assist: 4 points
Bathing	Independent: 0 points Needs/Receives Supervision: 2 points Needs/Receives Assist of 1: 3 points Total Assist: 4 points
Bed Mobility	Independent: 0 points Occasionally needs Supervision: 1 point Occasionally Needs Assist of 1: 2 points Needs/Receives Assist of 2: 3 points Total Assists: 4 points (subject to license)
Grooming	Independent: 0 points Needs/Receives Supervision: 2 points Needs/Receives Assist of 1: 3 points Total Assist: 4 points
Eating	Independent: 0 points Needs/Receives Cues: 2 points Special Diet: 4 points Feeding Assist: 8 points (subject to license)
Ambulation	Independent: 0 points Occasional Verbal Reminders with assistive device: 1 point Occasional Assist with Ambulation: 2 points Escort while Walking to Meals/Activities: 3 points Total Assist: 4 points (subject to license)
Toileting	Independent: 0 points Occasional reminders and help scheduling: 2 points On toileting scheduling: 3 points Total Assistance with changing, scheduling, and cueing: 4 points
Transferring	Independent: 0 points Needs/Receives Cues: 1 point Needs/Receives Assist of 1: 2 points Needs Receives Assist of 2: 3 points (subject to license) Mechanical Device Required: 4 points (subject to license)
Behavior	No Interventions Required: 0 points Needs/Receives and Responds to Cues/Interventions: 1 point Needs/Receives Regular Intervention; resistive at times: 2 points Needs/Receives Behavioral Management: 3 points Wanders, but is not an elopement risk: 4 points Wanders and is an elopement risk: 5 points
Transportation	Drives or Uses Transportation with/without Family Supervision: 0 points Facility assists with making Arrangements and facility supervises: 3 points
Medication Management	Independent/Facility Managed: 0 points Monitor Glucometer and injection Schedule: 3 points Diabetic Management: 4 points

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

We require a one-time, non-refundable Community Fee in the amount of $3,000, to be paid at the time of the reservation and agreement to move forward with admission to Park Terrace at Radisson. The Community Fee is non-refundable and there are no specific conditions for refunds or any additional conditions regarding the fee. Once informed of the Community Fee, the prospective resident may choose whether to accept the Community Fee as a condition of residency or to reject the community fee and thereby reject residency at the residence.

The Community Fee does not excuse you from financial responsibility for any damage caused to your Suite beyond normal wear and tear upon move-out. However, you retain any and all rights under the law to contest the imposition of any costs for such damages and would be responsible to pay for damages only as orders by a court of competent jurisdiction.

EXHIBIT III.C. RATE OR FEE SCHEDULE

RESIDENT NAME: _____

UNIT #: _____

A. Your Basic Rate **(Housing Accommodations and Services and Basic Services**	**$**

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

Housing Accommodations and Services: $_____

Living Space	Monthly Fee

Including a minimum of 3.75 hours of personal care services including include reminders (e.g., meals, showers, etc.); wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), feeding, medication acquisition, storage and disposal, and assistance with self-administration of medication.

B. Your Tiered Billing Rate	**$**

Park Terrace at Radisson

X does _____ does not utilize tiered fee arrangements.

The assessment conducted, in consultation with Your Physician, has determined that the following Level of Care is appropriate to provide You with the services You need. You, Your Representative, or Your Legal Representative agree to pay the additional fees required.

Level of Care: _____

Monthly Rate: _____

C. Your Supplemental or Additional Fees	**$**
You have opted to receive the following supplemental or additional fees, outlined in Exhibit III.B:	
YOUR TOTAL MONTHLY RATE Your Basic Rate + Your Tiered Billing Rate + Your Supplemental/Additional Fees	**$**
D. Community Fee Park Terrace at Radisson _____ X _____does _____does not charge a one-time Community Fee, as outlined in Exhibit III.B of this Agreement. A Community Fee is due prior to move-in.	**$**
YOUR TOTAL MOVE-IN COSTS: Due upon move-in: Your Basic Rate + Your Tiered Billing Rate + Your Supplemental/Additional Fees + Community Fee	**$**

EXHIBIT V. TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

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

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

EXHIBIT VI. PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

Complete and attach DOH-5194 here.

EXHIBIT XV. RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

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

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

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

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

(D) EVERY RESIDENT, RESIDENT'S REPRESENATATIVE AND RESIDENT'S LEGAL REPRESENTATIVE, IF ANY, SHALL HAVE THE RIGHT TO PRESENT GRIEVANCES ON BEHALF OF HIMSELF OR HERSELF OR OTHERS, TO THE RESIDENCE'S STAFF, ADMINISTRATOR OR ASSISTED LIVING OPERATOR, TO GOVERNMENTAL OFFICIALS, TO LONG TERM CARE OMBUDSMEN OR TO ANY OTHER PERSON WITHOUT FEAR OF REPRISAL, AND TO JOIN

WITH OTHER RESIDENTS OR INDIVIDUALS WITHIN OR OUTSIDE OF THE RESIDENCE TO WORK FOR IMPROVEMENTSIN 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 OPERATOROR ANY PERSON AFFILIATED WITH THE OPERATOR;

(J) EVERY RESIDENT SHALL HAVE THE RIGHT NOT TO BE COERCED OR REQUIRED TO PERFORM WORKOF 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 INFORMEDOF THE CONSEQUECES OF SUCH REFUSAL;

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

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

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

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

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

WAIVER OF ANY OF THESE RESIDENT RIGHTS SHALL BE VOID. A RESIDENT CANNOT LAWFULLY SIGN AWAY THE ABOVE-STATED RIGHTS AND RESPONSIBILITIES THROUGH A WAIVER OR ANY OTHER MEANS.

EXHIBIT XVI. OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

It is the policy of Park Terrace at Radisson to address any grievance from any Resident, Family Member or Visitor in a timely manner. Those grievances that involve resident care will be handled and responded to in a very prompt time frame. Any Residency, Family Member or Visitor is able to address a grievance with any staff member, likewise, any staff member is able to address a grievance with any Department Head.

The procedure at Park Terrace for the above mentioned is as follows:

Grievance forms are located at the front desk and wellness station, any Resident, Family Member or Visitor is invited to complete the form on their own or ask that a staff member or department supervisor fill it out for them. The grievance form is then given to the Administrator, who will ensure appropriate follow up, review the grievance and respond to the originator in a prompt manner (in writing if requested, not longer than 72 hours from receipt.)

Park Terrace at Radisson keeps a "grievance log" to ensure compliance indicating dates of receipt and resolution of all grievances.

You have the right to appeal the outcome of Park Terrace at Radisson's grievance investigation via contacting any of the people/agencies listed below. The appeal, if brought to the Park Terrace at Radisson's staff will be reviewed by a member of the governing board withing 30 days of receipt; and if you are not satisfied still with the outcome, you have the right to bring your grievances to the Department of Health listed below.

Should a Resident wish to remain anonymous in their grievance, they only need to indicate that verbally or in writing and Park Terrace at Radisson will not indicate in its investigation and follow up where the grievance originated. Additionally, any grievance will be kept absolutely confidential.

Any grievance received via the Resident Council will be followed up in writing by the Administrator or designee and reviewed with the Resident Council at the following meeting.

The following are avenues that a Resident, Family Member, or Visitor can take at ANY time with concern or suggestion:

1. **Administrator** **315-638-9207**
2. **Director of Nursing** **315-638-9207**
3. **Other Administrative Staff** **315-638-9207**
4. **Adult Protective Services** **315-435-2815**
5. **Onondaga County Department of Aging and Youth** **315-435-2362**
6. **Onondaga County Department of Adult and Long-Term Care Services** **315-477-9352**
7. **Onondaga County Commission on Human Rights** **315-435-3565**
8. **Onondaga County Ombudsman Program** **315-671-5108**
9. **NYS Department of Health** **866-893-6772 -or- 315-477-8472**

CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCES

There is a consumer information guide that will help you decide and direct you to see 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 consumer information guide can be found at www.health.ny.gov/publications/1505.pdf. If desired, we can provide a hard copy for your records.

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.

SPECIAL NEEDS ASSISTED LIVING RESIDENCE

ADDENDUM TO RESIDENCY AGREEMENT

This is an Addendum to a Residency Agreement made between Park Terrace at Radisson ("the Operator"), _____("the Resident" or "You"), _____(the "Resident's Representative"), and _____(the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

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

I. Special Needs Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at 2981 Town Center Road East, Baldwinsville NY, 13027.

II. Request for and Acceptance of Admission

You have requested to become a Resident at this Special Needs Assisted Living Residence ("the Residence"), and the Operator has accepted Your 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. The activities program is supervised by the Executive Director or a Registered Professional Nurse.

Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to perform and carry out 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 the 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. Addendum Authorization

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

_____

Date *Signature of Resident*

_____

Date *Signature of Resident' Representative*

_____

Date *Signature of Resident's Legal Representative*

_____

Date *Signature of Operator/Operator's Representative*

TEMPORARY RESIDENTIAL CARE ADDENDUM TO

ADMISSION/RESIDENCY AGREEMENT

_____("You[11] or "Resident[11] have requested to stay in Park Terrace at Radisson ("Community") until _____{date} (the "Respite Stay[11] This Respite Stay is limited to up to one hundred twenty days (120) in any twelve- month period. In connection with the Respite Stay, you and the Community have entered into the Community's Adult Care Facility Admission/Residency Agreement, a copy of which is attached to this addendum. The Community holds the following licenses and certifications:

D Adult Home

D Enhanced Assisted Living Residence

D Enriched Housing Program

D Special Needs Assisted Living Residence

D Assisted Living Residence

The purpose of this Addendum is to amend certain provisions of the Admission/Residency Agreement to reflect your Respite Stay.

1. During your Respite Stay, the rate you will be charged for each day of the Respite Stay will be $ ____("Daily Rate") or $ _____ ("Monthly Rate"), inclusive of all services that the Community may provide you.

2. During your Respite Stay, you may terminate your Respite Stay, this Addendum, and the Admission/Residency Agreement early by delivering to the Community notice of termination at least thirty (30) days prior to the date you intend to vacate your Apartment/Room. If you paid for the Respite Stay in advance and you elect under this Section to shorten the Respite Stay, the Community will refund to you an amount equal to the amount you prepaid minus the product of the number of days you stayed multiplied by your Daily Rate.

3. The Community may also terminate your Respite Stay upon three days' written notice on the grounds set forth in the Termination procedure provided in the Admission/Residency Agreement.

4. After your Respite Stay expires, this Addendum shall expire and be of no further force and effect. If you have not terminated this addendum, pursuant to Paragraph 3, you will continue to be bound by the terms of the Admission/Residency Agreement, including any payments that need to be made by the terms of that Agreement and which have not been made during the term of your Respite Stay.

5. Within 30 days prior to admission, you must provide a dated signed medical examination report which conforms to Department Regulations (DSS- 3122 or an approved substitute). Thereafter, you must have a physical examination at least once every six (6) months (or more frequently if a change in condition warrants) and additional examinations considered necessary by your physician.

6. During the Term of your Respite Stay, the provision of this Addendum supersedes any provisions of the Admission/Residency Agreement that are inconsistent with this Addendum. All other terms in your Admission/Residency Agreement remain in full force and effect.

7. All Residents admitted under this Temporary Residential Care Addendum to the Admission/Residency Agreement shall receive the same emergency evacuation training as all other Residents.

8. Only Residents appropriate for the level of care for which the Community is licensed by the Department of Health to provide will be admitted to the Temporary Residential Care Program.

9. In the event that you wish to become a permanent resident at the Community upon expiration of your Respite Stay, you must notify the Community at least one week prior to the expiration of your Respite Stay, and you will continue to be bound by the terms of the Residency Agreement, including any payments that need to be made by the terms of that Agreement and which have not been made during the term of your Respite Stay. This includes paying the community fee, which is waived during a respite stay.

Having read this Addendum, the undersigned acknowledge that they understand the rights and obligations created by this Addendum and the Original Agreement, and by signing below agree to all the terms and conditions contained therein.

_____

Date *Signature of Community Representative I Title*

_____

Date *Signature of Resident*

Having read and understood this Addendum, the Original Agreement, and the obligations created by such documents, the Responsible Person(s) signs this Addendum to undertake to guarantee the obligations of Resident, including the payment of all fees that the Resident may owe the Community under this Addendum and the Original Agreement.

_____

Date *Signature of Responsible Party*