The Clark Manor House

318 Fort Hill Avenue
Canandaigua, New York 14424

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

MAY 15 2019

NYS Department of Health
Reviewer's Initials: KK

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RESIDENCY AGREEMENT

A. **This agreement** is made between **The Clark Manor House, Inc.** the "Operator", _____ (the "Resident" or "You")_____(the "Resident's Representative", if any) and_____(the "Resident's Legal Representative", if any).

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate at 318 Fort Hill Ave., Canandaigua, New York 14424 an Assisted Living Residence ("The Residence") known as The Clark Manor House and as an Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence.

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

AGREEMENTS

I. <u>Housing Accommodations and Services.</u>

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

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effect until amended or terminated by the parties in accordance with provisions of this Agreement.

A. Housing Accommodations and Services

1. **Your Room**. You may occupy and use a private room identified on Exhibit 1. A.1., subject to the terms of this Agreement.
2. **Common areas**. You will be provided with the opportunity to use the general-purpose rooms at the Residence such as the library, dining room, activity room, community rooms, and parlors.
3. **Furnishings/Appliances Provided by The Operator**

   Attached as Exhibit I.A.2. 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.3. 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 may not be permitted (e.g. due to amperage concerns, etc.)

B. Basic Services

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

1. **Meals and Snacks.** Three (3) nutritionally well-balanced meals per day and snacks available on a twenty-four-hour basis are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your

physician and included in Your Individualized Service Plan: **Regular Diet, No Added Salt Diet, and/or a Low Concentrated Sweets Diet.**

2. **Activities.** The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs, and will post a weekly schedule of activities in a readily visible common area of the Residence.
3. **Housekeeping.** The operator will provide housekeeping services for bedrooms and bathrooms 1-2 times per week.
4. **Linen Service**. (towels and washcloths, pillow, pillowcase, blanket, bed sheets, bedspread all clean and in good condition.)
5. **Laundry of Your Personal Washable Clothing.** Washers and dryers are available for resident use as desired. Laundry services will be provided at least once per week or as often as necessary.
6. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.
7. **Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

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8. **Personal Care.** Includes some assistance with bathing, grooming, dressing, toileting, ambulation, transferring, medication acquisition, storage and disposal, assistance with self-administration of medications.

9. **Development of Individualized Service Plan.** An individual service plan will be developed and updated every six months, when there is a significant change in condition, and with changing care needs.

10. **Clergy.** Operator will provide assistance in arranging for the services of clergy according to Resident's choices.

11. **Protection of Rights.** Operator will provide all of the protections specified in the State of Resident Rights and Responsibilities, a copy of which is set forth in Exhibit VII of this Agreement.

12. **Miscellaneous.** Operator will provide basic recreational supplies; assistance in making medical appointments; and transportation for various recreational activities.

C. Additional Services.

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

D. Licensure/Certification Status. A listing of all providers offering home care or personal care services under an arrangement with the Operator, and a description of the licensure or certification status of each provider is set forth in Exhibit I.C. 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.

The Residence operates with a flat-rate fee arrangement as set forth in detail in Exhibit III.A. If the Basic Rate is adjusted, you will be given the notice required as set forth in Section III.E. The first month of Your Monthly Rate is due prior to your move in. A summary of all Your fees is found in Exhibit III.A. and includes the total amount due prior to move-in.

You and Your Legal Representative agree that You will pay, and Operator agrees to accept, Your regular payment of the Total Monthly Basic Rate in full satisfaction of the Basic Services described above in Section I.B of this Agreement.

B. Supplemental, Additional or Admission Fees

A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate. A Supplemental fee must be at Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident (*See section III.E*)

An Admission Fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Resident what the amount of the Admission fee will be, as well as any terms regarding refund of the Admission fee. The prospective Resident, once fully informed of the terms of the Admission fee, may

choose whether to accept the Admission fee as a condition of residency in the Residence, or to reject the Admission fee and thereby reject residency at the Residence. Any charges by the Operator, whether a part of the Basic Rate, Supplemental, Additional or Admission fees, shall be made only for services and supplies that are actually supplied to the Resident.

C. Rate or Fee Schedule

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

D. Billing and Payment Terms Payment is due in advance on the tenth day of each calendar month commencing with Resident's admission date and shall be delivered to The Clark Manor House Administrator's Office located at 318 Fort Hill Avenue, Canandaigua, New York 14424.

In the event the Resident, Resident's representative, or Resident's legal representative is no longer able to pay for services provided in this agreement or additional services or care needed by the Resident they should contact the Administrator, or Case Manager, If an agreement cannot be made with the Operator, and You fail to make timely payment for services, procedures will be started that shall be in accordance with the provisions regarding termination of the agreement set forth 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 of any Additional or Supplemental fees not less than **forty-five (45)** days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4 and 5 below.

2. Since an Admission Fee is a one-time fee, there can be no subsequent increase in Admission Fee charged to You by the Operator, once You have been admitted as a resident.
3. If You, or Your Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than **forty-five (45)** days written notice.
4. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplemental fee upon less than **forty-five (45)** days written Notice.
5. In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

F. Room Reservation

The Operator agrees to reserve a residential space as Specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is Your current Basic Rate. The length of time the space will be reserved is up to three (3) months so long as the Basic Rate continues to be paid. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of Your discharge, but in no case more than three business days after You leave the Residence the Operator must provide You, Your Resident or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence. The Operator must also return at the time of Your discharge, but in no case more than three business days any of your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis 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, 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 IV. and is made apart of this Agreement. Such listing shall include any agreements made by third parties for Your benefit. It is the policy of The Clark Manor House NOT to handle resident funds, property, or valuables.

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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 V of this Agreement.

The Home shall not be liable for any personal or property damage sustained by Resident unless such injury or damage is caused by the negligence or intentional acts of the home, or its agents or employees. Further, the Home shall not be liable for loss, theft, or destruction of resident's personal belongings placed in the basement, or any other part of the building or on the property unless such loss is caused by the negligence or intentional acts of the Home, its agents, or employees up to such amount as is necessary to meet the charges described herein. Each resident is responsible for consulting with his/her insurance agent regarding personal liability and/or personal belonging coverage. You and the Responsible Person, if any, retain any and all rights under law and equity, to assert any claims they would have against the Operator for damages, losses, liabilities, obligations, property damages or other expenses of any type (including court costs and attorney's fees) as ordered by a court of competed jurisdiction resulting from, arising out of or related to, the acts or omissions of the Operator or its employees, agents or contractors.

It is the policy of The Clark Manor House NOT to hold in custody resident property or items of valuable.

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. It is the policy of The Clark Manor House not to assume management of resident funds.

VIII. Tipping

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

IX. Personal Allowance Accounts

The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DSS-2853) with You or Your Representative. You agree to inform the Operator if you receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds.

The Resident or the Resident's representative must complete the following:

I receive SSI funds_____ or I have applied for SSI funds_____

I receive SNA funds_____ or I have applied for SNA funds_____

I do not receive either SSI or SNA funds _____

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

X. Admission and Retention Criteria for an Assisted Living Residence

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to

meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.

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

3. The Operator has conducted such 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 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 Residence Certificate, has an opening available, and is able and willing to meet Your needs in the Enhanced Assisted Living program, You may be eligible for residency in such Enhanced Assisted Living program.

6. 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.

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

XI. Rules of the Residence (House Rules)

Attached as Exhibit VI 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 Admission 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 are 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.

XIII. Termination and Discharge

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

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

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else.
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, 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 supplemental public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.
4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence.
5. The Operator has had his/her operating certificate limited, revoked, temporarily Suspended or the Operator has voluntarily surrendered the operation of the Facility.
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, which

must be at least 30 days after delivery of notice, the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by the State Department of Health.

Copies will be sent to the residents' next-of kin, legal responsible relatives, and to the appropriate regional office of the 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 they may be entitled.

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

XIV. Transfer

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

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

an injury such that continual skilled medical or nursing services are required;

2. In the event that Your behavior poses an imminent risk of death or serious physical Injury to him/herself or others, or

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

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

If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, You are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, You must be readmitted. After transfer, if return is not anticipated, the operator will initiate termination procedures set forth in Section XIII of this agreement.

XV. Resident Rights and Responsibilities

Attached as Exhibit VII 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 VIII 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

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 regulations shall be null and void.
3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.
4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.
5. The management of the Home shall reserve the right to assign rooms to Residents and to transfer Residents from assigned rooms at their discretion (such as room reservations) when it is evident that such assignments and transfers are necessary of Health, or any other agency, a written notice of intent will be sent to resident and/or representative. In such circumstances, resident choice will be taken into account to the extent possible without compromising the safety of the residents.

XVIII. Agreement Authorization

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

Dated: _____ _____
(Signature of Resident)

Dated: _____ _____
(Signature of Resident's Representative)

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

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

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XIX. Personal Guarantee of Payment (Optional)

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

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

_____

_____

_____
Guarantor's Signature

_____
(Date)

_____
Guarantor's Name (Print)

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Guarantor of Payment of Public Funds (Optional)

If You have 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)

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EXHIBIT I.A.1

IDENTIFICATION OF ROOM

( ) private single room

( ) one bedroom suite

EXHIBIT I.A.2

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

_____ Standard single size bed, springs, mattresses, and pillow

_____ Bedside Table

_____ Lamp

_____ Chair

_____ Telephone Line access

_____ Linens for bed sheets, pillowcase, at least one blanket, bedspread

_____ Towels and washcloths

_____ Curtains

_____ Lockable storage facilities, for personal articles and medications

_____ Individual dresser and closet space

_____ Toilet tissue

_____ Soap

The facility is required to provide these items however You may desire to bring your own.

Please mark "X" for items You request to be supplied by the facility

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EXHIBIT I.A.3

FURNISHINGS/APPLIANCES PROVIDED BY YOU

You may supply appropriate furnishing in the resident room. Listed are appliances not permitted in the resident room per Regulation.

Item Name and description

1. _____

2. _____

3. _____

4. _____

5. _____

Appliances not permitted and other restricted items:

Hot Plates or Microwaves

Space heaters, Heaters of any kind

Zero tolerance for "open flames" (candles, lighters, matches)

Non-UL Surge protected extension cords

Non-UL Surge protected multi plug adapters/power strips

Heat producing items

Toasters, coffee makers, Microwaves, Hot Pots,

Electric Blankets and pads

No bed with full rails, or higher than 36"

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EXHIBIT I.B

ADDITIONAL SERVICES /AMENITIES AVAILABLE

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

ITEM		COST
Dry Cleaning	☐	Vendor Cost
Professional Hair Grooming	☐	Vendor Cost
Personal Toilet Articles	☐	Vendor Cost
Commissary Goods	☐	Vendor Cost
Extraordinary Activities Supplies	☐	Vendor Cost
Special Cultural Events	☐	Vendor Cost
Transportation	☐	Vendor Cost
Medical* (see below)	☐	Vendor Cost
Recreation (beyond facility programming)	☐	Vendor Cost
International Telephone Calls	☐	Vendor Cost
Companion	☐	Vendor Cost
Cable TV (beyond the basic package)	☐	Vendor Cost
Other (Specify)	☐	_____
_____	☐	_____

Signature of Resident _____ Date _____

Signature of Resident's Representative _____ Date _____

Signature of Operator or Designee _____ Date _____

*Except where payment is available under Medicaid or third-party coverage. The Clark Manor House will provide a driver whenever possible. If The Clark Manor House driver is available, transportation to local area medical appointments will be provided at no extra charge. Transportation to appointments outside the Ontario County area are the responsibility of the resident's representative.

**Current transportation rates and Cable TV charges beyond the basic package will be provided upon request.

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EXHIBIT I.C.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

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.

NAME OF PROVIDER	LICERSURE/CERTIFICATION
NONE	

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EXHIBIT II

DISCLOSURE STATEMENT

The Clark Manor House, Inc. as operator of **The Clark Manor House** hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health hereby attached as Exhibit D-1 of this Agreement.

2. The Operator is licensed by New York State Department of Health to Operate **The Clark Manor House, 318 Fort Hill Avenue, Canandaigua, NY 14424 an Assisted Living Residence as well as an Adult Home.**

   The Operator is also certified to operate at this location an **Enhanced Assisted Living Residence.**

This additional certification may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive Enhanced Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

The Operator is currently approved to provide:

a. Enhanced Assisted Living services for up to a maximum of **17** persons

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

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It is important to note that the Operator is currently approved to accommodate within The Enhanced Assisted Living program only up to the number of persons stated above.

If You become appropriate for Enhanced Assisted Living Services and one of the units is available, You will be eligible to be admitted into the Enhanced Assisted Living Residence program. If however, such program openings are at capacity and there are no vacancies, the Operator will assist You and Your representatives to identify and obtain other appropriate arrangements in accordance with New York State's regulatory requirements.

3. The owner of the real property upon which the Residence is located is **The Clark Manor House, Inc.** The Mailing address of such real property owner is **318 Fort Hill Ave., Canandaigua, New York 14424.** The following individual is authorized to accept personal service on behalf of the real property owner: **Debbra Woodruff, Administrator, The Clark Manor House, Inc., 318 Fort Hill Avenue, Canandaigua, NY 14424.**

4. The Operator of the Residence is **The Clark Manor House, Inc. The mailing address of the Operator is 318 Fort Hill Ave., Canandaigua, New York 14424. The following individual is authorized to accept personal service on behalf of the operator: Debbra Woodruff, Administrator, The Clark Manor House, Inc., 318 Fort Hill Ave., Canandaigua, New York 14424.**

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

6. List any ownership interest in excess of 10% (whether 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 shall have the ability to receive services from service providers with whom the Operator does not have an arrangement. The operator shall assist the resident in arranging such services, if necessary, and, as part of the operator's case management responsibility, shall be responsible for coordinating care the operator provides or arranges care provided by such other service providers.

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

9. Residents have the right to availability of public funds for payment for residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services. Should the need arise case management would be available to provide assistance in finding assistance with other service providers. The resident and or Resident's representative shall be responsible for payment as required including payment of all medical expenses, transportation for medical purposes, except when payment is available under Medicare, Medicaid, or Third-party coverage.

10. The New York State Department of Health's toll-free number for reporting complaints regarding the services provided by The Assisted Living Operator is 1-866-893-6722.

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number 1-855-582-6769 to request an

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Ombudsman to advocate for the resident. The Local LTCOP telephone number is 1-914-682-3926. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

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EXHIBIT III.A.

TIERED FEE ARRANGEMENTS

The Clark Manor House does not have tiered fee arrangements.

EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL OR ADMISSION FEES

The only Supplemental or Additional fees charged by The Clark Manor House, Inc. is an Admission Fee of $1,000.

1. The Admission Fee is a one-time fee the Operator charges at the time of admission.

2. The prospective Resident may choose to accept the Admission Fee as a condition of residency in the Residence or to reject the Admission Fee and thereby reject residency at the Residence.

3. This fee is only refundable within 30 days after admission if the resident elects to move-out.

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EXHIBIT III.C.

RATE OR FEE SCHEDULE

All items, with the exception of Supplemental Services, are included in the flat rate listed.

	ALR/EALR Monthly Basic Rate (All Inclusive for ALR/EALR)
Private Single Room	**$2111.00**
One Bedroom Suite	**$2588.00**
	A. Three Meals and Snacks Daily B. Laundry of Your Personal Washable Clothing C. Activity Programming D. Case Management E. Personal Care Assistance F. Medication Assistance G. Assistance to stand from a seated position (i.e. a hand on the back), the full or partial assistance of 1 person to stand or transfer H. Assistance of 1 person to ambulate (either with or without assistive equipment such as walkers), or the use of wheelchairs for transportation. I. Unmanaged urinary or bowel incontinence J. Assistance with eye drops, ear drops, nasal sprays, topical medications for those who cannot self-manage/administer K. Assistance with medical equipment such as oxygen concentrators/equipment, nebulizers, and CPAP/BiPAP for those who cannot self-manage L. Assistance with urinary catheter, colostomy, or urostomy care M. Skilled nursing services for wound care, dressing changes, ear irrigation, suppositories, and enemas N. RN direction for PRN medications O. RN skilled nursing assessments for medical conditions, illness or injury

Your Monthly Basic (All-inclusive) Rate Summary

Monthly Basic (All-inclusive) Rate **$**_____

☐ **Private Single Room**
☐ **One Bedroom Suite**

The Clark Manor House is a private-pay facility and does not accept SSI as payment.

Your Move-In Cost Summary

This month's rate prorated
(Daily rate x _____ days remaining in month) $_____.____

Admission Fee **$1000.00**

Total Move-In Cost **$**_____.____

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EXHIBIT IV.

Transfer of Funds or Property to the Operator

It is the policy of The Clark Manor House NOT to hold in custody resident funds, property or items of value.

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EXHIBIT V.

Property/Items Held By Operator for You

It is the policy of The Clark Manor House NOT to hold in custody resident property or items of value.

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EXHIBIT VI.

RULES OF THE RESIDENCE (HOUSE RULES)

The Clark Manor House, Inc. and the Resident agree to abide by all local, state and federal rules and requirements in force or which may hereafter be in force, pertaining to The Clark Manor House, Inc. and its Residents. This Agreement shall not be changed orally, except The Clark Manor House, Inc. reserves the right to establish and change reasonable internal rules and regulations with which Resident agrees to comply. Such rules and regulations being to the benefit of all residents of The Clark Manor House, Inc. and in The Clark Manor House, Inc.'s management in providing services, security and safety to all Residents.

Rules of the Residence (House Rules) are also posted in the facility.

The house rules are as follows:

- **Visitors**
  - **•Visitors are also expected to follow house rules, so it is best to make them aware of the rules before they visit.**
  - **•All young children visiting The Clark Manor House must be accompanied by an adult.**

- **Smoking**
  - **•The Clark Manor House is a smoke free facility. Residents or guests who smoke may only do so in designated areas outside of the facility.**

- **Telephone usage**
  - **•Residents may not be charged for local or long-distance calls made by the facility on behalf of services when the services are required by the resident.**
  - **•Any other calls made at the resident's option may be charged to the resident as long as charge is reasonably related to the costs.**
  - **•Residents may have their own cell phones.**
  - **•Residents are responsible for all cell phone related costs.**

- **Privacy**
  - **•All residents are expected to respect the privacy of others and are not allowed to visit rooms of other residents without permission.**
  - **• All residents are allowed to keep personal possessions (e.g., clothing, toiletries and other personal property) in their rooms.**
  - **•Any type of interference during private activities such as bathing is strictly prohibited, unless assistance from staff is requested by the resident.**

- **Pets**
  - **•Pets are not permitted at The Clark Manor House.**

EXHIBIT VII.

RIGHTS OF RESIDENTS IN ASSISTED LIVING RESIDENCES

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

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

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

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

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

(E) EVERY RESIDENT SHALL HAVE THE RIGHT TO MANAGE HIS OR HER OWN FINANCIAL AFFAIRS;

(F) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVACY IN TREATMENT AND IN CARING FOR PERSONAL NEEDS;

(G) EVERY RESIDENT SHALL HAVE THE RIGHT TO CONFIDENTIALITY IN THE TREATMENT OF PERSONAL, SOCIAL, FINANCIAL AND MEDICAL RECORDS, AND SECURITY IN STORING PERSONAL PROSSESSIONS;

(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 CONSEQUECES OF SUCH REFUSAL;

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

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

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

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

GRIEVANCE PROCEDURES

A formal grievance procedure policy exists for all residents. This insures that Residents or their family members/Responsible Parties can express any concern, and that actions will be taken to resolve them.

Residents and their family members/Responsible Parties can make a grievance (complaint) by bringing it to the attention of the Case Manager or Administrator or to any other staff member of The Clark Manor House, Inc. If someone wishes to express a concern anonymously, it can be written down and placed in our suggestion box located in the library.

The Administrator and/or Case Manager will meet with the resident or family to document the grievance on the grievance procedure form. This form will include the resident name, person initiating the grievance, explanation of the grievance, and signature of the Administrator and complainant, (if the person chooses not to sign the form, the grievance will still be brought to administration for action).

The grievance is then brought to the Administrator, who will then investigate the situation. After completing the investigation, the finding will be documented on the grievance procedure form. A meeting will be set up with the person making the grievance, the Administrator, and/or the Case Manager.

If the person is not satisfied, he/she may continue to pursue the issue with the Board of Directors through the chain of command.

The grievance procedure form will be kept in the resident's confidential file records in the Administrators Office and a copy will be given to them for their own personal use.

The anonymous grievance placed in the suggestion box will be addressed through the Resident Council and the results posted on the bulletin board on the 2nd floor next to the elevator.

The procedure is posted on the bulletin board on the 2nd floor next to the elevator.

All grievances will be responded to verbally and in writing within 21 days of receiving the resident procedure form.

We will treat each concern seriously and work with each person individually to improve the quality of life at The Clark Manor House.

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EXHIBIT IX.

DEPARTMENT OF HEALTH CONSUMER INFORMATION GUIDE

The Operator is required to provide you with the Department of Health Consumer Information Guide. This will be made available to you in hard copy unless you prefer to access an electronic version.

The electronic version may be located at https://www.health.ny.gov/publications/1505.pdf. Additionally, if you prefer, the Operator will provide you with access to a computer or other electronic means by which you can access this document.

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EXHIBIT X.

ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between The Clark Manor House, Inc. (the "Operator"), _____ (the "Resident or You"), _____(the "Resident's Representative"), and _____, (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

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

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at The Clark Manor House,
(The Residence)

located at 318 Fort Hill Avenue, Canandaigua, New York 14424
(Address)

II. Physician Report

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

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

b. You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

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NYSDOH REGIONAL OFFICE
INITIALS JJS DATE 4/30/19

III. Request for and Acceptance of Admission

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

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

- Services to be provided in the Enhanced Assisted Living Residence;
  - Assistance to stand from a seated position (i.e. a hand on the back), the full or partial assistance of 1 person to stand or transfer
  - Assistance of 1 person to ambulate (either with or without assistive equipment such as walkers), or the use of wheelchairs for transportation.
  - Unmanaged urinary or bowel incontinence
  - Assistance with eye drops, ear drops, nasal sprays, topical medications for those who cannot self-manage/administer
  - Assistance with medical equipment such as oxygen concentrators/equipment, nebulizers, and CPAP/BiPAP for those who cannot self-manage
  - Assistance with urinary catheter, colostomy, or urostomy care
  - Skilled nursing services for wound care, dressing changes, ear irrigation, suppositories, and enemas
  - RN direction for PRN medications
  - RN skilled nursing assessments for medical conditions, illness or injury

- Staffing levels by discipline are identified on a sample staffing schedule (EALR #1) attached to this addendum and are part of this agreement. This staffing is based on a maximum census of 17 ALR residents, with a potential of up to 17 of those residents being on the EALR program. The staffing pattern for skilled nursing will be modified as needed to ensure sufficient nursing coverage as required by each resident's medical providers, medical evaluation, and Individualized Service Plan (ISP). Likewise, personal care staffing will be modified as needed to meet the needs of the residents. In addition, there will be a Case Manager on duty 40 hours per week and a Registered Nurse available on-call 24 hours per day/7 days per week.

Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence; will be provided to you upon request. This may include the following positions:

- Administrator/Case Manager
- RN
- LPN
- Resident Care Aides (each with 40 hours of training, 12 hours of in-service training annually, and First Aid certification)
- Activities Director
- Activities Coordinator
- Kitchen Manager
- Contracted Dietician

The New York State Department of Health approves the qualifications and experience for all Administrators and Case Managers.

- Environmental modifications to protect the health, safety and welfare of persons in the Residence have been made in accordance with NYSDOH regulations for Enhance Assisted Living Residence licensure and include:
    - The Residence is fully sprinkled with a NFPA 13 automatic sprinkler system, has been inspected, and meets all DOH requirements set forth in the June 3, 2005 DOH letter regarding the Assisted Living Reform Act.
    - A supervised smoke-detection system throughout the building, including all bedrooms.
    - Fire protection systems directly connected to the local fire Department, or to a 24-hour attended central station.
    - Handrails on both sides of all resident-use corridors and stairways.
    - A centralized emergency call-system in all bedrooms easily reachable from bedside and in all resident-use toilet and bathing areas, easily reachable from each fixture.
    - Smoke barriers to divide each floor into at least two smoke compartments, neither of which shall have corridors exceeding 100 feet in length

V. Aging in Place

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

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

If You reach the point where You are in need of 24 hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental

Hygiene Law, the Operator will initiate proceedings for the termination of this Agreement and to discharge You from residency, UNLESS each of the following conditions are met:

a. You hire appropriate nursing, medical or hospice staff to care for Your increased needs; AND

b. Your physician and a home care services agency, if applicable, and hospice medical director, if applicable, determine and document that, with the provision of such additional nursing, medical and/or hospice care, You can be safely cared for in the Residence, and

would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32; AND

c. The Operator agrees to retain You as a Resident and to coordinate the care provided by the operator and the additional nursing, medical or hospice staff; AND

d. You are otherwise eligible to reside at the Residence.

VII. Addendum Agreement Authorization

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

Dated: _____ _____
(Signature of Resident)

Dated: _____ _____
(Signature of Resident's Representative

Dated: _____ _____
(Signature of Resident's Legal Representative

Dated: _____ _____
(Signature of Operator or Operator's Representative

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NYSDOH REGIONAL OFFICE
INITIALS DJS DATE 4/30/19