



Seneca Lake Terrace

Assisted Living, Memory Care & ALP

*Exceptional Care... Exceptionally Caring...
Exceeding Expectations.*

Seneca Lake Terrace Assisted Living Residence

RESIDENCY AGREEMENT

Update:
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MODEL RESIDENCY AGREEMENT

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RESIDENCY AGREEMENT

A. This agreement is made between Seneca Lake Terrace 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 3670 Pre-Emption Rd, Geneva, N.Y. 14456 an Assisted Living Residence ("The Residence") known as Seneca Lake Terrace and as an Adult Home. The Operator is also certified to operate, at this location, a Special Needs Assisted Living Residence.
- B. You have requested to become a Resident at The Residence and the Operator has accepted your request.

AGREEMENTS

I. Housing Accommodations and Services.

Beginning on _____, _____, (Insert beginning 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.

A. Housing Accommodations and Services

1. **Your Apartment/Room.** You may occupy and use a **private ()** or **semi-Private ()** apartment or the apartment identified on Exhibit I.A.1., subject to the terms of this Agreement.
2. **Common areas.** You will be provided with the opportunity to use the general purpose rooms at the Residence such as lounges, the beauty/barber shop, the ice cream parlor, etc.
3. **Furnishings/Appliances Provided By the Operator.** Attached as Exhibit I.A.3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your apartment/room.
4. **Furnishings/Appliances Provided by You.** Attached as Exhibit I.A.4. and made a part of this agreement is an Inventory of furnishings, appliances and other items supplied by you in your apartment/room. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

B. Basic Services

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

1. **Meals and Snacks.** 3 nutritionally well-balanced meals per day and 2 snacks per day are included in Your Basic Rate. The following modified diets will be available to you if ordered by your physician and included in Your Individualized Service Plan: "No Added Salt", No Concentrated Sweets" or "Regular".
2. **Activities.** The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.
3. **Housekeeping.**

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.**
6. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff onsite to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.
7. **Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of your needs and interests, information and Referral and coordination with available resources to best address your identified needs and interests.
8. **Personal Care.** Includes some assistance with bathing, grooming, dressing, toileting (if applicable), ambulation / escorts (if applicable), medication acquisition, storage and disposal, assistance with self-administration of medication.
9. **Development of Individualized Service Plan.** (Includes the development of an individualized service plan to address your / your loved one's needs that will be updated every 12 months or when there is a significant change that warrants an update).

C. Additional Services.

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

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

II. Disclosure Statement

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

III. Fees

A. Basic Rate.

(1) Flat Fee Arrangements

The Resident, Resident's Representative and Resident's Legal Representative (add any other party to be charged under the agreement) agree that the Resident (or other specified party) will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I. B. of this Agreement. (The "Basic Rate"). The Basic Rate as of the date of this agreement is:

(\$ _____ per month)

-Or-

(\$ _____ per day).

(2) Tiered Fee Arrangements. There are none.

B. Supplemental, Additional or Community, Fees.

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

A Community fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Resident what additional services, supplies or amenities the Community fee pays for and what the amount of the Community fee will be, as well as any terms regarding refund of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may chose whether to accept the Community fee as a condition of residency in the Residence, or to reject the Community fee and thereby reject residency at the Residence.

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

(See Exhibit III.B)

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 Community fees, for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such rates, fees or charges.

D. Billing and Payment Terms.

Payment is due by the First day of each month and shall be delivered to the Administrator, Receptionist, or Wellness Coordinator. If rent is unpaid by the 10th business day of the month, a 2% late fee will be applied.

In the event the resident, resident's representative or resident's legal representative is no longer able to pay for services provided for in this agreement or additional services or care is needed by the resident, a 30-day notice of cancellation will be issued.

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

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than Thirty (30) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4 and 5 below.
2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to you by the Operator, once you have been admitted as a resident.
3. If you, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than Thirty (30) 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 Supplementary fee upon less than forty-five (30) days written Notice.
5. In the event of any emergency, which affects you, the Operator may assess additional charges for your benefit as are reasonable and necessary for services, material, Equipment and food supplied during such emergency.

F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of your absence. The charge for this reservation is the same as you are agreed upon rent for the apartment as stated above. **The Operator and the Resident will agree upon the [basic] length of time the space will be reserved at the time of vacancy, Resident's representative or Resident's legal representative.** A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space, but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of Your discharge, but in no case more than three business days after You leave the Residence, the Operator must provide You, Your Resident or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence.

The Operator must also return at the time of your discharge, but in no case more than three business days any of your money or property, which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis or a per diem pro-ration 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 V. and is made a part of this Agreement. Such listing shall include any agreements made by third parties for your benefit.

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

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

VII. Fiduciary Responsibility

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

VIII. Tipping

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

IX. Personal Allowance Accounts

The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DSS-2853) with you or your Representative.

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

You must complete the following:

I receive SSI funds _____ or I have applied for SSI funds _____

I receive SNA funds _____ or I have applied for SNA funds _____

I do not receive either SSI or SNA funds _____

If you have a signatory to this agreement besides yourself and if that signatory does not choose to place your personal allowance funds in a Residence maintained account, then the 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, this 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 Residents 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 the individual is appropriate for admission.
3. The Operator has conducted such evaluation of yourself and has determined that you are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for you under Your Individualized Services Plan.
4. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
5. If you are residing in a "Basic" Assisted Living Residence and your care needs subsequently change in the future to the point that you require either Enhanced Assisted Living Care or 24-hour skilled nursing care, you will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement.

XI. Rules of the Residence

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

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

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

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

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

_____ All of the above _____

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

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 such public benefits or other available supplemental public benefits. You agree that you will cooperate with such efforts by the Operator to obtain such benefits.
4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;
5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

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

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

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

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 sustains and 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 removed. 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.

XV. Resident Rights and Responsibilities

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

XVI. Complaint Resolution

Seneca Lake Terrace's Complaint Resolution process is detailed in the attached "Grievance Procedure" located within Exhibit XVI.

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

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

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

XVII. Miscellaneous Provisions

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

XVIII. Agreement Authorization

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

Date

(Signature of Resident)

Date

(Signature of Resident's Representative)

Date

(Signature of Resident's Legal Representative)

Date

(Signature of Operator or the Operator's Representative)

Personal Guarantee of Payment (optional)

_____ personally guarantees payment of charges for Your Basic Rate.

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

(Date)

Guarantor's Signature

Guarantor's Name (Print)

Guarantor of Payment of Public Funds (optional)

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

(Date)

(Guarantor's Signature)

Guarantor's Name (Print)

EXHIBIT I.A.1.

IDENTIFICATION OF APARTMENT/ROOM

EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

<u>Furniture Item:</u>	<u>Provided:</u>	
Nightstand w/ Locked Drawer	Mandatory	
Twin Bed	Yes	No
Dresser	Yes	No
Mirror for Dresser	Yes	No
Lamp	Yes	No

EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

EXHIBIT I.C.

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

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

<u>Item</u>	<u>Additional Charge</u>	<u>Provided By</u>
Dry Cleaning	No Charge—Seneca Lake Terrace does not provide	Resident or Family of the Resident
Professional Hair Grooming	No Charge – The Terrace does not provide	Resident or Family of the Resident
Personal Toilet Articles	No Charge – The Terrace provides Towels, Wash clothes and Toilet Paper	Resident or Family of the Resident must provide other toiletries
Commissary Goods	No Charge – The Terrace does not provide	Resident or Family of the Resident
Medical Transportation	Seneca Lake Terrace will provide Medical Transport one day /week on Wednesday at No Charge within city of Geneva limits	Seneca Lake Terrace or Resident Family
Cultural / Activities Transportation	Seneca Lake Terrace van is used for recreational outings occasionally, but not as a taxi service	Seneca Lake Terrace
Long Distance Phone Calls	At Cost	If Necessary, Seneca Lake Terrace phones can be used by a Resident for Long Distance.
Local Phone Service	No Charge	Any Resident can use Seneca Lake Terrace Phones for Local Phone Service.
Air Conditioning	No Charge	Seneca Lake Terrace is fully Air Conditioned
Cable TV	Resident is responsible for optional Cable TV services in their room	Cable TV is available in most common areas of Seneca Lake Terrace at no charge.
Other (Specify)		

EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

Seneca Lake Terrace is Licensed and Certified by the Department of Health as the following:

Assisted Living Residence – (65 Residents Total)

Assisted Living Residence (ALR): 53 Residents

Special Needs Assisted (SNALR): 12 Residents

EXHIBIT II

DISCLOSURE STATEMENT

Ridge Associates, Inc. ("The Operator") as operator of Seneca Lake Terrace ("The Residence"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D-1 of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate Seneca Lake Terrace, 3670 Pre-Emption Rd, an Assisted Living Residence as well as an Adult Home.
3. The Operator is also certified to operate at this location a Special Needs 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 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. Special Needs Assisted Living services for up to a maximum of 12 persons.

Optional Provision Begins.

Below is a list of the needs/conditions that The Operator is able to serve and accommodate under its Special Needs Assisted Living Certification.

Alzheimer's Care

Dementia Care

Optional Provision Ends

The Operator will have available at any time in the Residence, the current number of vacancies under its Special Needs Assisted Living program.

It is important to note that The Operator is currently approved to accommodate within Special Needs Assisted Living programs only up to the numbers of persons stated above. If you become appropriate for Special Needs Assisted Living Services, and one of those units is available, you will be eligible to be admitted into the Special Needs Assisted Living 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 Special Needs Assisted Living Residence program within this Residence, it may be necessary for you to change your (room, unit, apartment) within the Residence.

1. The owner of the real property upon which the Residence is located is **Seneca Lake Terrace**. The mailing address of such real property owner is **3670 Pre-Emption Rd, Geneva, NY 14456**.
2. List any ownership interest in excess of 10% on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Residence:
 - * No such entity provides care, material, equipment or other services to the residents of Seneca Lake Terrace in addition to Seneca Lake Terrace, Inc.**
3. 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:
 - * No such entity provides care, material, equipment or other services to the residents of Seneca Lake Terrace.**
4. **The Residents, Family Members or Resident's Responsible Party has the authority and ability to arrange for services from an outside provider so long as such provider is licensed and insured appropriately.**
5. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.

6. New York State Medicaid &/or Medicare Programs provide some funding for certain Assisted Living Programs and home health services, to find out more about these services, please contact the local Department of Social Services at 1-877-814-6907.
7. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator or regarding Home Care Services is 1-866-881-2809.
8. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the resident. The Local LTCOP telephone number is 585-244-8400. The NYSLTCOP web site is www.ltcombudsman.ny.gov
(Revised 9/30/07)

EXHIBIT III.A.2.

TIERED FEE ARRANGEMENTS

****There are no "Tiered Fee Arrangements" at The Seneca Lake Terrace.**

EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

Seneca Lake Terrace has no "Supplemental" Fees, we do however have a onetime NON-refundable Community Fee of \$2,000.00

Seneca Lake Terrace Assisted Living Community strives to provide first class service and amenities at an affordable rate. Once an individual makes a decision to move into our community there are a number of procedures that take place.

Our Registered Nurse manager works closely with physicians, family members, potential residents and/or other health care facilities to obtain all required paperwork necessary to establish a baseline assessment. This process provides guidance to our staff on how best to meet our residents needs.

In addition to the above, we also recondition every resident room prior to one's arrival. Our maintenance professional repairs and paints all walls and trim, shampoos or replaces carpeting, cleans bathroom flooring, repairs and/or replaces furniture in an effort to return the room to like new condition. Our housekeeping staff performs a complete, thorough detail of each room and bathroom by washing windows, mirrors and fixtures, polishing furniture, disinfecting all areas of the room while concentrating on cleanliness.

1. The Community, the operator, nor the employees shall be liable for loss, expense or damage to any person or property unless due to their negligence or deliberate acts.
2. The Community recommends that the Resident obtain insurance for any personal property kept in the Resident's apartment.
3. As of January 1, 2016: There will be a \$50.00 Non-Sufficient funds (NSF) incurred for any returned check.
4. I agree that my cancelled check or EFT on Bank statement will serve as receipt for payment. I understand that I may request and receive a receipt for payment at any time.

Executive Director

Date

Resident Signature

Date

Resident Representative Signature

Date

EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

- ** The only time the transfer of funds or property to the operator will be acceptable is if it is in payment for Assisted Living or Special Needs Assisted Living services rendered. This must be acceptable to both the operator and You, the Resident.**

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

- ** Seneca Lake Terrace is unable to hold your property or items at anytime, therefore, once this agreement is terminated, your personal belongings, property and/or items must be removed from Seneca Lake Terrace.**

EXHIBIT X.I.

RULES OF THE RESIDENCE

- **Please see Resident Rights & Responsibilities below. No other "Rules" apply at this time.**

EXHIBIT XV

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN

ASSISTED LIVING RESIDENCES

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

- A. EVERY RESIDENT'S PARTICIPATION IN ASSISTED LIVING SHALL BE VOLUNTARY, AND PROSPECTIVE RESIDENTS SHALL BE PROVIDED WITH SUFFICIENT INFORMATION REGARDING THE RESIDENCE TO MAKE AN INFORMED CHOICE REGARDING PARTICIPATION AND ACCEPTANCE OF SERVICES;
- B. EVERY RESIDENT'S CIVIL AND RELIGIOUS LIBERTIES, INCLUDING THE RIGHT TO INDEPENDENT PERSONAL DECISIONS AND KNOWLEDGE OF AVAILABLE CHOICES SHALL NOT BE INFRINGED;
- C. EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVATE COMMUNICATIONS AND CONSULTATION WITH HIS OR HER PHYSICIAN ATTORNEY, AND ANY OTHER PERSON;
- D. EVERY RESIDENT, RESIDENT'S REPRESENTATIVE AND RESIDENT'S LEGAL REPRESENTATIVE, IF ANY, SHALL HAVE THE RIGHT TO PRESENT GRIEVANCES ON BEHALF OF HIMSELF OR HERSELF OR OTHERS, TO THE RESIDENCE'S STAFF, ADMINISTRATOR OR ASSISTED LIVING OPERATOR, TO GOVERNMENTAL OFFICIALS, TO LONG TERM CARE OMBUDSMEN OR TO ANY OTHER PERSON WITHOUT FEAR OF REPRISAL, AND TO JOIN WITH OTHER RESIDENTS OR INDIVIDUALS WITHIN OR OUTSIDE OF THE RESIDENCE TO WORK FOR IMPROVEMENTS IN RESIDENT CARE;
- E. EVERY RESIDENT SHALL HAVE THE RIGHT TO MANAGE HIS OR HER OWN FINANCIAL AFFAIRS;
- F. EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVACY IN TREATMENT AND IN CARING FOR PERSONAL NEEDS;
- G. EVERY RESIDENT SHALL HAVE THE RIGHT TO CONFIDENTIALITY IN THE TREATMENT OF PERSONAL, SOCIAL, FINANCIAL AND MEDICAL RECORDS AND SECURITY IN STORING PERSONAL POSSESSIONS;
- H. EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE COURTEOUS, FAIR AND RESPECTFUL CARE AND TREATMENT AND A WRITTEN STATEMENT OF THE SERVICES PROVIDED BY THE RESIDENCE, INCLUDING THOSE REQUIRED TO BE OFFERED ON AN AS-NEEDED BASIS;
- I. EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE OR TO SEND PERSONAL MAIL OR ANY OTHER CORRESPONDENCE WITHOUT INTERCEPTION OR INTERFERENCE BY THE OPERATOR OR ANY PERSON AFFILIATED WITH THE OPERATOR;
- J. EVERY RESIDENT SHALL HAVE THE RIGHT NOT TO BE COERCED OR REQUIRED TO PERFORM WORK OF STAFF MEMBERS OR CONTRACTUAL WORK;
- K. EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE SECURITY FOR ANY PERSONAL POSSESSIONS IF STORED BY THE OPERATOR;

- L. EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE ADEQUATE AND APPROPRIATE ASSISTANCE WITH ACTIVITIES OF DAILY LIVING, TO BE FULLY INFORMED OF THEIR MEDICAL CONDITION AND PROPOSED TREATMENT, UNLESS MEDICALLY CONTRAINDICATED, AND TO REFUSE MEDICATION, TREATMENT OR SERVICES AFTER BEING FULLY INFORMED OF THE CONSEQUENCES OF SUCH ACTIONS, PROVIDED THAT AN OPERATOR SHALL NOT BE HELD LIABLE OR PENALIZED FOR COMPLYING WITH THE REFUSAL OF SUCH MEDICATION, TREATMENT OR SERVICES BY A RESIDENT WHO HAS BEEN FULLY INFORMED OF THE CONSEQUENCES OF SUCH REFUSAL
- M. EVERY RESIDENT AND VISITOR SHALL HAVE THE RESPONSIBILITY TO OBEY ALL REASONABLE REGULATIONS OF THE RESIDENCE AND TO RESPECT THE PERSONAL RIGHTS AND PRIVATE PROPERTY OF THE OTHER RESIDENTS;
- N. EVERY RESIDENT SHALL HAVE THE RIGHT TO INCLUDE THEIR SIGNED AND WITNESSED VERSION OF THE EVENTS LEADING TO AN ACCIDENT OR INCIDENT INVOLVING SUCH RESIDENT IN ANY REPORT OF SUCH ACCIDENT OR INCIDENT;
- O. EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE VISITS FROM FAMILY MEMBERS AND OTHER ADULTS OF THE RESIDENT'S CHOOSING WITHOUT INTERFERENCE FROM THE ASSISTED LIVING RESIDENCE; AND
- P. EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN THIRTY DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER, THAT IF A RESIDENT, RESIDENT REPRESENTATIVE OR LEGAL REPRESENTATIVE AGREES IN WRITING TO A SPECIFIC RATE OR FEE INCREASE THROUGH AN AMENDMENT OF THE RESIDENCY AGREEMENT DUE TO THE RESIDENT'S NEED FOR ADDITIONAL CARE, SERVICES OR SUPPLIES, THE OPERATOR MAY INCREASE SUCH RATE OR FEE UPON LESS THAN THIRTY DAYS WRITTEN NOTICE.
- 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 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.

(R) Any Revision to Resident / Client / Patient Rights will be distributed to all Residents / Clients / Patients and staff not longer than 30 days from the date of revision.

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.

If a Resident / Client lacks the capacity to exercise these rights, the rights shall be exercised by an individual, guardian or entity legally authorized to represent the Resident / Client.

I have read and understand the resident Right Statement

Resident Signature

Date

Witness

Date

EXHIBIT XVI

OPERATOR PROCEDURES: Resident Grievances and Recommendations

Seneca Lake Terrace Grievance Policy:

It is the policy of Seneca Lake Terrace 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 prompt time frame, (no more than 72 hours). Any Resident, 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 Manager.

The Procedure at Seneca Lake 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 manager fill it out for them, (grievances can be made in writing or ORALLY, written responses will be given if requested). 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) providing a resolution.

The Seneca Lake Terrace keeps a "grievance log" to ensure compliance indicated dates of receipt and resolution of all grievances.

You have the right to appeal the outcome of Seneca Lake Terrace's grievance investigation via contacting any of the people / agencies listed below. The investigation will consist of interviews with all parties concerned and documented via the grievance form along with findings and resolution. The appeal, if brought to Seneca Lake Terrace's staff will be reviewed by a member of the governing board within 30 days of receipt; and if you are not satisfied still with the outcome, you have the right to bring your grievance 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 Seneca Lake Terrace will not indicate in its investigation and follow up where the grievance originated.

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. Executive Director | 1-315-789-4162 |
| 2. RN Case Manager | 1-315-789-4162 |
| 3. Other Department Managers | 1-315-789-4162 |
| 4. Department of Social Services | 1-877-814-6901 |
| 5. Department of Aging and Youth | 1-877-814-6907 |
| 6. Human Rights Comm. Ontario County | 1-315-789-8336 |
| 7. Ontario County Ombudsman Program | 1- 585-244-8400 |
| 8. NYS Department of Health | 1-866-881-2809 -or- 1-585-238-8185 |

I have read and understand the Resident Grievance Procedure

Resident Signature

Date

Witness Signature

Date

SPECIAL NEEDS ASSISTED LIVING RESIDENCE

ADDENDUM TO

RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Seneca Lake Terrace (the

"Operator"), _____, (the "Resident" or "You"),

_____, (the "Resident's Representative");

_____, (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. Special Needs Assisted Living Certification.

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at Seneca Lake Terrace located at 3670 Pre-Emption Rd., Geneva, N.Y. 14456

II. Request for and Acceptance of Admission.

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

III. Specialized Programs, Staff Qualifications and Environmental Modifications.

Attached as Exhibit S.N. # 1 and made a part of this Agreement is a written description of:

- * Specialized services to be provided in the Special Needs Residence;
- * Staffing levels
- * Staff education, training or related work experience relevant to serving persons with specific

special needs;

- * Any environmental modifications that have been made to protect the health, safety and welfare of Residents.

IV. 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.

(Signature of Resident)

Date.

(Signature of Resident's Representative)

Date

(Signature of Resident's Legal Representative)

Date

(Signature of Operator or Operator's Representative)

Date

EXHIBIT S.N. # 1

Special Needs Residence

A. Specialized services to be provided in the Special Needs Residence:

*Seneca Lake Terrace will provide specialized services that are specific only to the needs of those Residents whom reside in our Memory Care Neighborhood and are diagnosed with dementia and/or Alzheimer's disease. These services include, but are not limited to the following:

1. Activities tailored to meet the specific and unscheduled needs of each resident.
2. One on one interaction when necessary to engage, interact, re-direct and motivate those residents living in our Memory Care Neighborhood.
3. Meal offerings at ANY time of the day in order to satisfy the Nutritional and Social needs of these residents, (inclusive of finger foods when appropriate).
4. More thorough oversight and supervision as a result of increased ratio of caregiver to residents (see below).

B. Staffing Levels:

*Seneca Lake Terrace's Memory Care Neighborhood will be staffed typically at a ratio of 1 staff member to 6 residents on the 1st and 2nd shifts and no less than 1 staff member to 12 residents on the 3rd shift.

*Additionally, the Seneca Lake Terrace will have RN on site oversight 8 hours a day, 5 days per week, with LPN on site oversight 8 hours per day for the remainder of the week. Seneca Lake Terrace will also provide 24/7 RN on-call oversight.

C. Staff Education, Training or related work experience relevant to serving persons with specific special needs:

*Seneca Lake Terrace SNALR Staff will receive, at minimum, the following training / orientation:

1. Seneca Lake Terrace specific Alzheimer's training/orientation utilizing DOH and Alzheimer's Association approved materials.
2. Alls will have 12 hours of on-going in service training annually in topics applicable to their responsibilities.
3. Bi-annual updates and training in caring for the needs of those afflicted with Alzheimer's and/or dementia.

D. Any environmental modifications that have been made to protect the health, safety and welfare of the Residents in the SNALR / Memory Care Neighborhood.

*Seneca Lake Terrace is equipped with a state of the art delayed egress system which accomplishes the following:

1. No Memory Care Neighborhood / SNALR Resident can leave the Memory Care Neighborhood without the system making the staff aware via alarm -or- staff escort.
2. Window stops to prevent elopement per regulation.
3. Exterior Courtyard fencing per regulation.
4. Emergency Call lights at every bedside and in every bathroom.
5. Direct connect fire alarm system per code requirement.
6. Hand Rails throughout the SNALR per regulation.
7. The Memory Care Neighborhood / SNALR is a self contained unit of limited size with quiet areas, appropriate wander path(s) and limited access to potentially harmful or disruptive equipment, (i.e. fire alarms, fire extinguishers and cooking equipment).
8. Seneca Lake Terrace is a Non Smoking Facility and Campus.
9. The Memory Care Neighborhood / SNALR is equipped with appropriate Smoke Barriers per building code & DOH regulation.

Update: 7/15/09