Victor Views Assisted Living

Residency Agreement

With enhanced addendum

POOLE
SENIOR LIVING

POOLE SENIOR LIVING

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Victor Views Assisted Living
By Poole Senior Living, LLC

Recitals

This Residency Agreement ("Agreement") is made between Poole Senior Living LLC ("Operator") and _____("Resident"), and _____(“Residents Representative” if any) on, _____(Date). Operator and Resident may collectively be referred to as the "Parties".

Premises: The residence is located at 1440 State Route 444, Victor New York 14564 and is known as Victor Views Assisted Living (“Residence”), which encompasses the resident’s room. The Operator (Poole Senior Living LLC) is licensed by the New York Department of Health to operate Victor Views Assisted Living at 1440 State Route 444 Victor NY 14564 as an Assisted Living Residence and Adult Home.

Select all that apply:

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

You have requested to become a Resident at **Victor Views Assisted Living** and the Operator has accepted your request.

I. Terms and Rate

A. Basic Monthly Rate: Assisted Living Residences are permitted to charge for services on a flat fee basis, where all Basic Services in Section II are included in a single fee, or a tiered fee basis, where charges for Basic Services in Section II are determined by the type of services provided or the number of hours of care provided. This is referred to as the “Basic Rate” **.** This community operates with a ***flat fee*** Basic Rate.

This agreement will start on _____(begin date) and automatically renew at the end of each month (no expiration date). Either party may terminate the agreement with a “thirty (“30”)” days advance written notice. (see section “Termination and Discharge” as it relates to the “thirty (“30”)” days advance notice. The Resident or resident's representative agree to pay the following payment in full satisfaction of the Services described in Section II. of this agreement, on or before the first (1st) day of each calendar month. The Monthly Rate at the date of this agreement is $_/month, payable on or before move-in.

This agreement pertains to room number _____, which is a _____(room type) room.

Total due at move in is equivalent to $_____1 month’s room rate + $1,500.00

Community Fee

The 1st month's Basic Monthly Rate is nonrefundable regardless of how long a resident resides at Victor Views Assisted Living. Mid- month move-ins will be accounted for with a prorated rate on the 1st day of the second calendar month. Ex. For a 9/15 move in, the full month's rate will be due at move in (9/15). On Oct. 1st (1st day of second calendar month) you will receive an invoice with a 14 day credit to account for the partial month move in the previous month.

The Basic Monthly Rate may change at any time with "forty-five" (45) days prior written notice from the Operator. (see section D)

Payment of the Basic Monthly Rate amount in monthly installments is for residents' convenience only.

The Operator need not send notice to pay the Basic Monthly Rate as stated above. Resident's rights to occupy and use resident's room and to receive other services under this Agreement are contingent upon resident's timely payment(s) of the Basic Monthly Rate.

B. Additional and Supplemental Fees. Pursuant to Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4), the Residency Agreement includes a description of supplemental, additional, or community fees from the Operator directly or through arrangements with the Operator, stating who provides such services if not the Operator, and provide a detailed explanation of the services and amenities covered by the rates, fees, or charges. A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Monthly 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). Additional fees can be made for services selected by the resident from the fee schedule.

Any charges for supplemental or additional fees by the Operator shall be made only for services and supplies that are supplied to the Resident. A Community fee is a one-time fee that the Operator may charge at the time of Admission. A Community fee cannot be used to cover administrative costs required by the Operator including, but not limited to, an application fee. The Operator must clearly inform the prospective Resident what the amount of the Community fee will be as well as any terms regarding refund of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may choose whether to accept the Community fee as a condition of residency in Victor Views Assisted Living, or to reject the Community fee and thereby reject residency at Victor Views Assisted Living. Exhibit II.B describes these fees.

Move-In Community Fee. At the time the resident signs this agreement and prior to occupying the room, the resident must provide a non-refundable community fee in the amount of $1,500.00. This is a one-time fee due at move in and will not recur at any time during the residents stay. A Community fee is a one-time fee that the Operator may charge at the time of Admission. A Community fee cannot be used to cover administrative costs required by the Operator including, but not limited to, an application fee. The Operator must clearly inform the prospective Resident what the amount of the Community fee will be

as well as any terms regarding refund of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may choose whether to accept the Community fee as a condition of residency in ***Victor Views Assisted Living*** to reject the Community fee and thereby reject residency at ***Victor Views Assisted Living.*** *Bed Hold (see exhibit VIII:* Rooms can be held for up to 14 days prior to move in with payment of the Community Fee only. If 14 days pass and You are still not residing at residence but accept admission to Victor Views Assisted Living, You will be required to pay the full *basic monthly rate* to continue to hold the room.

C. Rate or Fee Schedule. Attached as Exhibit V 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.** Rent payment is due on the 1st of every month, and no later than by the fifth of each month to avoid the charge of a $100.00 late fee. Payments can be made via Automated Clearing House (ACH), check, or credit card. ACH and credit card authorization forms will be given to resident or representative along with other admission paperwork. Checks can be dropped off to the office at the residence, or mailed to 4388 Jersey Rd. Williamson, NY 14589, attention Zack Poole. Credit Card payments will incur an additional 3.3% surcharge on top of the monthly rent amount.

E. **Billing and Payment Term: Inability/ Failure to Pay**: In the event the Resident, Resident's Representative, or Resident's legal representative, as applicable is no longer able to pay for services provided for in this Agreement or additional services or care needed by the Resident, the Operator may issue a notice of termination, as more fully described in Section VIII.

F. **Adjustments to Basic Monthly Rate.** Changes in the Basic Monthly Rate will become an amendment to this Agreement and made part of any extension thereof. The Operator will send a notice "forty-five" ("45") days in writing, concerning any change in the rental rate for the same services in the same room. See below for other circumstances. Furthermore, **(1.)** You have the right to written notice of any proposed increase of the Basic Monthly Rate or any Additional or Supplemental fees not less than "forty-five" (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated . **(2.)** If You or Your representative or legal representative agrees in writing to a specific rate or fee increase, through an amendment to this Agreement, due to resident's need for additional care, services or supplies, the Operator may increase such rate or fee accordingly per agreement. (3.) In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency. **(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 Monthly Rate or an Additional or Supplementary fee upon less than forty-five (45) days written notice.

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

G. Bed Reservation. The Operator agrees to reserve a residential space in the event of resident's temporary absence. The charge for this reservation is the same as the rate agreed to in Section I. A. l. No fees in excess of the agreed Basic Monthly Rate will be charged. A provision to reserve a residential space does not

supersede the requirements for termination. A resident may choose to terminate this agreement rather than reserve such space but must provide the Operator with any required notice. Reservation time is indefinite as long as the basic rate continues to be paid.

H. Absences from the Community. The resident is responsible for paying the Basic Monthly Rate even when absent from the residence including, but not limited to, times when resident is on vacation, have otherwise departed from the Community for any reason, during any period in which resident has been transferred temporarily to a skilled nursing facility, or if resident has been transferred to an outside health care facility. Resident is not entitled to any discount from or discontinuation of the Basic Rental Rate obligation during such absences. The resident may be absent from the Community at any time he/she wishes, but the Operator is not responsible for any obligations or expenses incurred by the resident during such absence. Resident agrees to notify the Operator in advance of such absence. Resident's/your financial obligation under this Agreement remains unchanged by your absence.

I. Refund/Return of Resident Monies and Property. The following is provided pursuant to Title 10 of New York Codes, Rules, and Regulations at Section 1001.8 (f) (4) (xvi).Upon termination of this agreement or at the time of your discharge but in no case more than three (3) business days after Your discharge, the Operator will provide You, Your Representative, and/or Legal Representative , and any other person designated by You, with a final written statement of resident's payment and personal allowance accounts at Victor Views Assisted Living, a check for the outstanding balance of any advance payments on the basis of a per diem proration, if any, and any property or things of value held in trust or custody by the operator under Exhibit VI. of this agreement. Operator shall also return to You any money that comes into Operator's possession after your discharge by forwarding such funds to You. The Operator shall contact you to retrieve any property or items of value that come into the possession of the Operator after Your discharge or transfer and allow You at least three (3) days to pick up such items

J. Resident Death: If You die, the Operator will 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 Surrogate's Court of the County wherein Victor Views Assisted Living is located in order to determine what should be done with property of Your estate.

K. 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 list of the items given or transferred. Such listing is to be attached and made part of this agreement. Such listing shall include any agreements made by third parties for your benefit. See Exhibit VI.

L. Temporary Hold of Property or items of value held in the Operator's custody for You
If, upon admission or any other time, you wish to place property or things of value in the Operator's custody and the Operator agrees to accept the responsibility of such custody, the Operator must enumerate the items so placed and attach to this agreement a listing of such items. Such listing is attached as Exhibit VI. and is made part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

M. Fiduciary Responsibility. If the Operator assumes management responsibility over resident's

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.

N. **Tipping/Gratuity.** The Operator must not accept, nor allow staff or contractors to accept any tip or gratuity in any form for services provided or arranged for as specified by statute, regulation or agreement.

O. **Personal Allowance Accounts.**

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

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

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

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

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

You must complete the following:

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

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

I do not receive either SSI or SNA funds

If You have a signatory to this agreement besides Yourself and if that signatory does not choose to place Your personal allowance funds in a Residence-maintained account, then that signatory hereby agrees that they will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements. Please refer to Title 18 of New York Codes, Rules, and Regulations at Sections 485.12, 487.5(d)(6)(xii), 487.6, and 487.10(f).

P. **Personal Fund Account.** A personal fund account may be set up and managed for a resident not receiving SSI or SNA funds under the same terms and conditions outlined in Section O of this agreement and outlined in form DOH-5195. Funds will be held in an escrow account at Lyons National Bank. A ledger will be maintained using form DOH-5193 and shared with the residents/ representatives monthly or upon request. With prior approval and indication on and completion of DOH 5195, these funds can be used for hairdressing services, podiatry services, personal purchases on outings, etc. All items will be itemized on ledger. Management is not responsible for loss of these funds due to the residents' own actions or decisions.

Q. **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 Plan. The Operator shall not admit any resident in need of 24-hour skilled nursing care. An operator shall not exclude an individual on the basis of an individual's mobility impairment and shall make reasonable accommodation to the extent necessary to admit such individuals, consistent with federal, state and local laws.

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

3. The Operator has conducted such an 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 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.

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 climb or descend stairs:or (C) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; (d) have chronic unmanaged urinary or bowl incontinence; OR (e) who require EALR services offered by the community, which are listed in the EALR addendum.

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

R. Cameras in the home: The home has cameras installed in the common areas, near doors, and around the perimeter of the home solely for the safety of the residents and staff. These are strategically placed to allow staff and owners to monitor the premises of our home, be alerted of any visitors or persons on the property, and assist (not replace) staff in daily caregiving duties. These cameras are for staff use only and are not for re-broadcast or family access. Residents and their families understand the need and the purpose of having these cameras and agree to their use. Residents and their families are not permitted to install cameras or recording devices of any kind in the home as that would potentially violate other people's rights to privacy and could be a federal HIPAA violation.

S. **General photo and video release:** From time to time there are pictures or videos being taken in the home of the property, the residents, the staff and the manager. These may be posted on our Facebook page, a promotional brochure or our website. Written permission is required from you prior to any photographs or recordings, such as those used for activities and advertising.
The photo release form will be provided separate from the document.

II. Services and Accommodations

A. Home Accommodations & Services

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

1. **Resident Room Type.** You may occupy and use a private bedroom/private bathroom( )or private bedroom/shared bathroom ( ) or private master bedroom/bathroom ( )or shared master bedroom/bathroom unit( ) as identified on Exhibit , subject to the terms of this Agreement

Note: In the case of a shared master bedroom each resident will be required to fill out their own residency agreement. The rate for the 1st resident is the full monthly room rate of $_____, the second resident will be responsible for a second resident rate of $1,585/ month. Should one resident move out, the rate will return to the original monthly room rate.

2. **Resident Common Areas**. Pursuant to regulation at Title 18 of New York Codes, Rules and Regulations, at Section 485.14 (b), coupled with federal regulation at Title 42 of the Code of Federal Regulations at Section 441.301 (c) (5), for at least ten (10) hours per day, between the hours of 9:00 am and 8:00 pm you will be provided unrestricted access to common areas at Victor Views Assisted Living. Specifically, you will be provided with unrestricted access and encouraged to use the general-purpose rooms at the residence. You will be provided with unrestricted access to the living room, dining room area and multipurpose room 24/7 at Victor Views Assisted Living. Exception: if the rooms or areas within the room have to be temporarily blocked off for cleaning purposes or if the multipurpose room is reserved by a resident for a private event. In the case the multipurpose room is reserved for a private event, all other common areas listed will be made available for residents' unrestricted access. Access to the home pantry refrigerator also allowed.

3. **Furnishings/Appliances Provided by the Operator.** Attached as Exhibit I.A and made part of this agreement is an inventory of furnishings, appliances and other items supplied by the operator in your room and within the home.

4. **Furnishing/ Items Provided by the Resident**. Attached in Exhibit I.A and made part of this

agreement is an inventory of furnishings, and your items supplied by you in your room upon move in. Such Exhibit also contains any limitations or conditions concerning what type of appliances are not permitted (e.g., due to amperage concerns, etc.).

5. **Room Alterations**. You may not make any structural or physical changes to your room unless approved in writing by the Operator. Any such approved physical/structural changes or shall become the property of the Operator. You or you/your representative may not change any lock or add any lock or locking device to your room.

B. Our Basic Services:

The following ("Basic Services") will be provided to you, in accordance with your Individualized Services Plan and included in the monthly rate. Please see Exhibit 1.A for a comprehensive listing of Services.

Meals & Snacks. Operator takes pride in the delicious home cooked meals provided along with our excellent dining services. Meals are prepared with medical consideration (i.e., doctor's orders). We provide a variety of well-balanced and nutritious meals and snacks throughout the day. We work with a Professional Certified Dietician for menu planning. Staff will meet with you regularly to discuss dietary concerns.

Meals and Snacks: Three (3) nutritionally well-balanced meals per day and up to three (3) snacks per day are included in your Basic Monthly Rate. Meal service is provided three (3) times a day. You will be able to choose where you sit in the dining room for each meal daily and at what time you want each meal within the allotted mealtime hours. Additionally, nutritious, and preferred snacks are served between meals at least one time daily with a snack offered before the bedtime hour. Per the Department of Health, all food must come from an accredited food source.

The following standard diets (see Exhibit III) regular, gluten restricted, vegetarian, low fat, mechanical soft (ground and chopped), finger foods, high calorie fortified, puree, sodium restricted (2-2.5gm Na), no added salt, diabetic/consistent carbohydrate, will be offered to you per physician orders. These diets will be added to your Individual Services Plan along with any modifications specified by your physician. Food and Drink are available to You 24 hours per day, 7 days a week in the following way (s): requesting from staff to assist you retrieving food/drink item for You.

If family members or staff want to bring in their own food, it must be stored in a separate refrigerator from the food that is purchased for residents from approved vendors and labeled with "date and Your name".

Activities and Programs. The Operator will provide a schedule of organized and diverse activities with opportunities for community participation and services designed to meet resident's physical, social, and spiritual needs. The schedule will be posted daily in a visible location within a common area of Victor Views Assisted Living.

Housekeeping. Daily and comprehensive housekeeping of all rooms, bathrooms and common

areas included in monthly fee. See Exhibit II. Basic housekeeping services include dusting, mopping, vacuuming, sweeping, cleaning/sanitizing of sink, toilet, countertops, grab bars, and cleaning mirrors

Linen Supply/ service: The Operator will provide a minimum of two (2) sheets; one (1) pillowcase, at least one (1) blanket, one (1) bedspread, and towels and washcloths, all clean and in good condition pursuant to Title 18 of New York Codes, Rules and Regulations at Section 487. 11
(i) (8) (9). Linens will be changed and washed at a minimum of 1x weekly but also if soiled.

Laundry. Each Resident's personal laundry is laundered separate from all other residents. You are required to clearly mark clothing for identification purposes. Operator does not take responsibility for shrinkage or discoloration of personal clothing. If it is your preference, you or your family are able to launder your items and can use the washer/dryer within the home.

24-hour Supervision. Pursuant to Title 10 of New York Codes, Rules, and Regulations(NYCRR) Section 1001.10(g) and Title 18 NYCRR Section 487.7(d), the Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law and required by the New York State Department of Health.

Case Management services. The Operator will provide appropriate staff to provide case management services in compliance with New York State Department of Health regulations. Such case management services will include identification of your needs and interests, information and referral, and coordination with available resources to best address the resident's identified needs and interests.

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

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

Utility Services. Utility costs, except for the telephone are included in the monthly rate. This includes Wi-Fi and basic cable.

Maintenance. Maintenance costs are included with high quality service standards.

Landscaping. All grounds are kept up with high standards by hired contractors at no cost to the residents. Residents are encouraged to enjoy our outdoor landscaping.

Transportation. The Operator shall assist with providing arrangements for transportation for residents at scheduled times to designated activity locations at no cost to you or your representative. All other transportation, medical or otherwise, is the responsibility of you or your representative. *However, the Case Manager will assist with coordinating transportation to/from medical appointments as needed/requested.*

Additional Services. Exhibit I.B., attached to and made part of this Agreement, describes in detail, any additional services, or amenities available for an additional, supplemental or other fee from the Operator directly or through arrangements with the Operator.

III. Licensure/Certification Status

Per regulation at Title 10 of New York Codes, Rules and Regulations at Section 1001.8(f)(4)(iv), a listing of all providers offering home care or personal care services under an arrangement with the Operator, and a description of the licensure or certification status of each provider is set forth in Exhibit IV. of this Agreement. Such Exhibit will be updated as frequently as necessary.

IV. Disclosure Statement

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

- The Consumer Information Guide developed by the Commissioner of Health will be available at the time of admission or can be found at the link below https://www.health.ny.gov/publications/1505.pdf. By signing this agreement, You acknowledge that you are aware of how to access the guide.
- Poole Senior Living, LLC is licensed by the New York State Department of Health to operate Victor Views Assisted Living at 1440 State Route 444 Victor NY 14564 an Assisted Living Residence as well as an Adult Home.

Select all that apply:

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

This additional certification may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in Victor Views Assisted Living 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 #12 Persons.
The Operator will post prominently in Victor Views Assisted Living, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services.

It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living only up to the numbers of persons stated above. If You become appropriate for Enhanced Assisted Living Services, and one of those unit is available, You will be eligible to be admitted into the Enhanced Assisted Living unit. 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 the choice to receive services in the Enhanced Living Residence within this Residence, it may be necessary for You to change your living space with Victor Views Assisted Living.

Following is a list of other health related licensure or certification status of The Operator or others providing services at Victor Views Assisted Living:

- Enhanced Assisted Living
- Safe at Home Physical Therapy- PT services

- The owner of the real property upon which Victor Views Assisted Living is located is 1440 Holdings LLC. The mailing address of such real property owner is 4388 Jersey Rd. Williamson NY 14589. The following individual is authorized to accept personal service on behalf of such real property owner: Zachary Poole, Operator, 4388 Jersey rd. Williamson NY 14589.

- The Operator of Victor Views Assisted Living is Poole Senior Living, LLC. The mailing address of the Operator is 4388 Jersey Road Williamson NY14589. The following individual is authorized to accept personal service on behalf of the Operator: Alyssa Poole, Operator, 4388 Jersey rd. Williamson NY 14589.

- List any ownership interest in excess of ten percent (10%) on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of Victor Views Assisted Living.

    - N/A.

- List any ownership interest in excess of ten percent (10%) (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of Victor Views Assisted Living , in the Operator.

    - There is no other ownership interest

- Outside Providers:
    - Residents have the ability to receive services from service providers with whom the Operator does not have an arrangement.

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

- Public Funds - public funds are available for payment for residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services

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

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

V. (Optional) <u>Personal Guarantee of Payment</u>

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

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

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

_____

Date Guarantor's Signature

_____

Guarantor's Name (Print)

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VI. (Optional) Personal Guarantor of Payment of Public Funds

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

_____

Date Guarantor's Signature

_____

Guarantor's Name (Print)

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VII. RESPONSIBILITIES OF RESIDENT & RESIDENT'S REPRESENTATIVE

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

1.) Payment of the Monthly All-inclusive Rate and any authorized additional and agreed to charges or supplemental fees as detailed in this agreement.

2.) Supply of properly marked and identifiable personal clothing and effects.

3.) Payment of all medical expenses including transportation for medical purposes, except when payments are available under Medicare 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, change in medications, or change in financial status.

6.) Informing the Operator promptly of any changes of name, address, and/or phone numbers.

B. The resident's representative and or legal representative shall, in the event that the resident may become eligible for specific benefits or other entitlements; or, in the event that the resident may require a level of care that cannot be legally provided by the Operator, provide promptly to the Operator and/or other appropriate parties, such assistance, information or documentation, to the extent available to said resident representative or legal representative.

VIII. TRANSFER

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

1. When you develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required.

2. In the event that resident 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 Victor Views Assisted Living to other Residences or is making other 'provisions for the residents' continued safety and care.

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

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

IX. Termination and Discharge

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xiii), this Residency Agreement and residency in Victor Views Assisted Living may be terminated in any of the following ways:

1. By mutual, written agreement between You and the Operator.

2. Upon "***thirty***" *("**30**")* days' written notice from You or Your Representative to the Operator of Your intention to terminate the Agreement and leave the facility.

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

The grounds upon which involuntary termination may occur are:

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

Operator has voluntarily surrendered the operation of the facility.

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

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

You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, the Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of the Operator. While legal action is in progress, the Operator must not seek to amend the Residency Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by Department regulations and the Residency Agreement, or engage in any action to intimidate or harass You.

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

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

X. RESIDENT RIGHTS AND RESPONSIBILITIES

Attached as Exhibit IX. and made part of this agreement is a statement of Resident Rights and Responsibilities. This statement will be posted in a readily visible common area of Victor Views Assisted Living. The Operator agrees to conduct itself in accordance with such Statement of Resident Rights and Responsibilities.

A. Rules and Regulations

Resident agrees to abide by and conform to the Rules, Regulations and Policies, as they now exist for the operation and management of the operator and such reasonable amendments to the above as the Operator may subsequently adopt. A copy of the Operator's Rules and Regulations is provided with this Agreement in Exhibit I.C and is incorporated by reference with this Agreement. This Statement will be posted in a readily visible common area in Victor Views Assisted Living. The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

B. No Proprietary Interests

Resident's rights under this Agreement are limited to the rights and privileges herein expressly granted, and do not include any proprietary or other interest in the Community or other

properties owned or controlled by the Operator.

XI. 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 program are described in the Victor Views Welcome document. In addition, such procedures will be posted in a readily visible common area of Victor Views Assisted Living.

The Operator agrees that the residents of Victor Views Assisted Living 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 resident's complaints in order to assist in the protection and exercise of your rights. The number for the local ombudsman for Ontario County is 585-287-6414

XII. 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 Victor Views Assisted Living from the date of execution until three (3) years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Dept. of Health upon request at any time.
4. Waiver by the parties of any provision in this Agreement that is required by statute or regulation shall be null and void.

XIII. ACCOMODATION CHANGES

A. Move into new room: The Operator reserves the right to determine and make all arrangements regarding residency, including potential relocation of a resident within the Community. Any such relocation shall be to a comparable accommodation—meaning similar in size, proximity to common areas or elevators, floor level, and roommate situation—unless the resident has specifically requested otherwise.

Monthly Rates and accommodation will only be adjusted in accordance with Operator policies and shall not be increased solely as a result of a relocation initiated by the Operator, unless the resident expressly requested or agreed to the move into a more expensive accommodation.

Residents retain the right to object to any proposed change in residency, request additional information regarding the basis for the relocation, and provide their own medical documentation to support or refute the Operator's findings related to the resident's care or residency needs.

XIV. ENTRY INTO YOUR ROOM

The Operator's employee may enter a resident room at reasonable times and for reasonable purposes, including inspection, maintenance, and other services described in this Agreement. Every effort will be made to notify residents that an employee will be entering your room. Also, in the event of a pull cord emergency, the Operator's employee may enter your room without notice.

XV. DAMAGE TO OWNER PROPERTY

Resident agrees to maintain your room in a clean, sanitary and orderly condition. You shall reimburse the Operator for the repair to your room and for the repair or replacement of furnishings and fixtures owned by the Operator in your room beyond ordinary wear and tear. In addition, you shall reimburse the Operator for any loss or damage to the Operator's real or personal property outside of your room caused either intentionally or negligently by resident or by persons on the premises with your permission.

XVI. LEAVING THE RESIDENCE

Resident must leave the room in the condition in which it was found. Resident must remove all of their personal property and restore the room to its condition at the beginning of your stay. A move-out inspection will be conducted just before your scheduled move-out to assess any damages to the room. You are financially responsible for all damages to the room to return it to its move-in condition.

XVII. RESIDENT PROPERTY

The Operator is not responsible for loss of any property belonging to the resident due to theft or other causes unless such loss is caused by the negligent or intentional acts of the Operator or its employees or agents. Resident is responsible to purchase insurance to protect against the possible loss of or damage to personal property. A copy of the resident's property insurance shall be provided to the Operator for its record retention.

XVIII. INCOMPETENCY

In the event resident becomes legally incompetent or is unable to properly care for oneself or property to the extent required within the resident's care level indicated in this Agreement, the residents representative shall provide promptly to the Operator and/or other appropriate parties, such assistance, information or documentation, in order to meet the residents new care needs. In the event that resident has made no designation of a person or legal entity to serve as Representative, Guardian, or Conservator, resident hereby grants authority to the Operator, in its sole discretion, to apply to a court of competent jurisdiction for the appointment of a legal Guardian or other representative for resident. In such event, resident agrees that you shall be responsible to pay for all cost of application and completion of any Guardianship, Conservator, or other related proceeding(s).

WAIVER OF ONE BREACH ONLY: The failure of the Operator in one or more instances to insist upon the strict performance, observance or compliance by resident with any of the terms and provisions of this Agreement shall not be construed to be a waiver or relinquishment by the Operator of its right to insist upon strict compliance by resident with all of the terms and provisions of this Agreement.

ASSIGNMENT/SUBLETTING: Resident or any person responsible for you may not assign this Agreement or sublet all or part of your room or permit any other person to use the room. If you do, the Operator has the right to cancel this Agreement as a default of this Agreement.

FAMILY PARTICIPATION: The Community encourages family and friends to visit the resident, subject to the Operator's rules and State law and regulation. The Community encourages regular family involvement with the resident and provides ample opportunities for family participation in activities within the Community.

SEVERABILITY: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, this Agreement shall be read as if such unenforceable provision was not included, and all other provisions of this Agreement shall continue in full force and effect.

GOVERNING LAW: This Agreement shall be governed by and construed under the laws of the State of New York.

NOTICE: Notices required by this agreement shall be in writing. All written notices shall be sent to the addresses listed below.

Notices to operator:
Victor Views Assisted Living
1440 Rt. 444 Victor, NY 14564

Notices to Resident:

AGREEMENT: IN WITNESS WHEREOF, we, have read this Agreement, have received a duplicate original copy(s) thereof and agree to abide by all terms and conditions.

RESIDENT (S):

Name: _____

Address: _____

_____(Signature) _____(Date)

_____(Witness) _____(Date)

_____(Signature) _____(Date)

_____(Witness) _____(Date)

RESIDENT'S REPRESENTATIVE

Name: _____

Address: _____

Telephone: _____

_____(Signature) _____(Date)

_____(Witness) _____(Date)

SIGNATURE OF OPERATOR OR THE OPERATOR'S REPRESENTATIVE

By: _____

The (title): _____

_____(Signature) _____(Date)

_____(Witness) _____(Date)

POOLE SENIOR LIVING

EXHIBIT I. IDENTIFICATION OF LIVING SPACE

RESIDENT NAME:

ROOM #:

ROOM TYPE:

ROOM LOCATION:

ROOM DESCRIPTION:

POOLE SENIOR LIVING

EXHIBIT II.

SERVICES INCLUDED IN THE BASIC MONTHLY RATE

- Room Rent (price varies with type of room choice) Private master suite with private bathroom, private room with private bathroom or private room with shared bathroom
- 3 Flexible mealtimes and 3 snacks throughout the day
- A full array of activities; cultural, educational, physical, and spiritual
- All Utilities except personal phone, including Wi-Fi
- Personalized care for each resident
- Assistance with ADLs and mobility up to 1 person assist (excluding use of gait belts/lifts)
- Housekeeping and Laundry services
- Maintenance and Landscaping services
- 1 cordless home phone (located in dining room)
- Coordination for transportation to/from medical appointments (transportation costs not included)
- Medication delivery and assistance with management
- Highly trained caregivers
- 24 hour a day 7 day per week supervision
- Consistent Health monitoring
- Arranging for health services
- Care coordination services
- House Chaplain- upon request
- Access to all common areas

POOLE SENIOR LIVING

EXHIBIT II A. FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

As a resident of an Adult Home, in accordance with Section 487.11(i)(4) of Title 18, New York Codes Rules, and Regulations, the Operator will provide you with: a standard single bed, well-constructed, in good repair, and equipped with clean springs maintained in good condition; a clean, comfortable, well-constructed mattress, standard in size for the bed; and a clean comfortable pillow of average bed size.

- a chair;
- a table;
- a lamp;
- lockable storage facilities, which cannot be removed at will, for personal articles and medications;
- individual dresser and closet space for the storage of resident clothing;
- a hinged, lockable entry door;
- in the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy; and
- two (2) sheets; pillowcase; at least one (1) blanket; a bedspread; towels and washcloths; soap; and toilet tissue.

Poole Senior Living LLC must approve all items supplied by You. Chairs must be soil and moisture resistant. Textile goods, including mattresses and box springs must be fire resistant and subject to be inspected/checked for bed bugs prior to move in if item is not brand new and wrapped. State and local safety codes restrict the use of certain electrical appliances and extension cords. It is your responsibility to always maintain the items in good and sanitary condition. Operator reserves the right to require the removal of any non-compliant item at any time.

With the exception of normal wear and tear, it is your responsibility to maintain the items supplied by Poole Senior Living LLC in the condition they were provided to you. Operator reserves the right to charge fair market replacement value for lost or intentionally damaged articles.

Please note any irregular conditions of Operator items below:

_____
_____
_____
_____
_____

POOLE SENIOR LIVING

EXHIBIT II.B FURNISHINGS/APPLIANCES PROVIDED BY YOU

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

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

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

kitchen appliances for room	

POOLE SENIOR LIVING

EXHIBIT II.C. ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

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

Item:	**Additional Charge:**	**Provided By:**
Food Service:		
Guest Meals	$ N/A	Operator
Guest meals for aides/companions: If you have a paid private aide or other companion that lives with you a guest meal package is available that includes one meal per day	$ 5	You
Catering and Special Events	Not offered- can reserve multipurpose room for events	Operator
Wellness:		
Pendant Replacement (optional)	$ N/A	Operator
Medical Transport *Medical Transportation charges included here are those over and above Medicare, Medicaid, and Third-Party Payment.*	complementary if family is unable to provide transport	Operator
Housekeeping & Maintenance:		
Carpet Cleaning: Spot Only (beyond normal maintenance)	$N/A	Operator
Carpet Cleaning: Additional Shampooing (beyond normal maintenance)	$N/A	Operator
Internal move/transfer to another apartment fee: If a resident chooses to move to another apartment, an internal move fee will be charged. No fee is charged if the move is required.	$N/A	Operator
Key replacement	$N/A	Operator

Item:	Additional Charge:	Provided By:
Utilities		
Personal telephone service	$ 20/month	Arranged by Operator
Cable television – Basic services included; additional channels not included using spectrum app. Must have Samsung Smart TV, Roku, Apple or other streaming device compatible to download spectrum app	$ N/A	Arranged by Resident, Operator to assist with setup of application
Miscellaneous		
Hair Dressing Services	$ see attached exhibit "salon services"	Beautician sets price, Resident responsible for payment
Basic Podiatry Services: toenail clipping and/or filing	$ see attached exhibit "Podiatry Services"	Licensed Podiatrist sets price, Resident responsible for payment
Dry Cleaning	$ not offered	family to arrange
Transportation to Community Events/Cultural Activities	$ N/A	Operator

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

*The Resident is responsible for all required medications or medical equipment including prescription and non-prescription drugs, nursing, aide and/or companion services above and beyond what is provided by the facility, medical treatment including primary care, podiatrist, dental, and surgical care, medical and treatment supplies, incontinence supplies including Wipes Briefs or Pull Ups (mattress protection pads, undergarments, skin barriers, special cleansing soaps or lotions, indwelling or ex dwelling catheters and related supplies), mobility devices and their routine maintenance and repair, supplies and equipment needed to maintain independence in performance of activities of daily living, personal toiletries, including but limited to combs, hairbrushes, hairspray, hairnets, tooth paste, tooth brush, denture cup, denture cleaning supplies, deodorants, skin lotions and creams, and utensils for cleaning nails and ears, laundry detergent (if specific brand outside what is used in the home is requested), vitamins or food supplements, special equipment for eating or drinking, special activities outside the facility.
Victor Views Assisted Living offers all-inclusive pricing for additional services unless specified (included in monthly rate

POOLE SENIOR LIVING

EXHIBIT II. D

Salon Services

In home and salon services

Stylists: Kasie

Phone: 585-330-3365

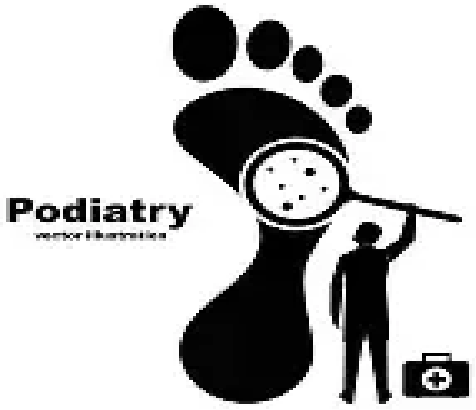
In Home Services

Women's Haircut $45.00
Women's Haircut and Finish $50.00
Women's Hairstyle $35.00
Men's Haircut and Facial Trim $35

POOLE SENIOR LIVING

EXHIBIT II E.

BASIC IN HOME PODIATRY SERVICES



Broderick Podiatry: James E. Broderick DP

Contact Information: 585-721-5560

In- home Podiatry Services offered such as:

- **Fungal Nails**
- **Ingrown Nails**
- **Diabetic foot care**
- **Toenail clipping and/or filing**

Basic visit rate: $30.00/ visit, price set by provider and may vary based on services provided at time of visit. Podiatry services that require further treatment will refer you to an office based podiatrist with surgical training and privileges as appropriate.

POOLE SENIOR LIVING

EXHIBIT III. THERAPEUTIC DIETS

*Victor Views Assisted Living is able to accommodate a variety of therapeutic diets. The following is a comprehensive list of diets we are able to offer and support.

- **Regular**- No restrictions. Meals are planned using the USDA Dietary Guidelines, and provides variety in color, texture, and flavor. Residents are allowed to add more salt to their food at the table if they desire. Provides a minimum of 1800 calories and 80 grams of protein daily.

- **NAS (No Added Salt)**-This diet is used for residents with edema, high blood pressure, or mild congestive heart failure. Prepared in the same manner as the Regular diet, but disallows additional salt. House diet is 3-4g/day

- **Diabetic / Consistent Carbohydrate**- For persons with diabetes (regardless of insulin dependence), or who desire weight management. This diet encourages consistent carbohydrate intake across meals. Options for dessert may include half portions of regular items, or full portions of no added sugar items ('diet desserts').

- **Low Fat-** This diet is used for residents with heart, gallbladder, pancreas, or liver disease. This diet may also be used for residents who desire weight loss or weight maintenance. This diet provides less than 30% of calories from fat and 300 mg of cholesterol daily.

- **High Calorie / Fortified**- Provides extra sources of calories and protein above the standard Regular diet. Supplies at least 2500 calories and 125 grams of protein daily.

- **Gluten Restricted-** Avoids known sources of gluten, replacing gluten-containing foods with suitable alternates. Prepared in the same kitchen as other foods, but cross-contamination is avoided.

- **Vegetarian / Plant-based**- Lacto-ovo vegetarian unless otherwise stipulated. Excludes animal flesh; milk and eggs are included.

- **Sodium Restricted (2-2.5gm Na)**- Focused on limiting high-sodium foods and added salts. Average intake is kept to 2000-2500 mg/day.

- **Finger Food**- Used to maintain independence with self-feeding. Foods are prepared in shapes and sizes so they are easier to pick up and eat with the hands, minimizing the need for utensils.

- **Mechanical Soft / Chopped**- Meats chopped and other foods altered to make the food easier to chew and/or swallow. Approximate dice size is ½". Bread well-moistened with a condiment is allowed.

- **Mechanical Soft / Ground**- Foods are ground, finely minced, moistened, or mashed to make food easier to chew and swallow. Meat is ground, and bread is not allowed unless soaked with a liquid. Approximate dice size is ⅛".

- **Pureed**-This diet is for persons who have chewing and/or swallowing problems and may not safely handle a ground texture. All foods pureed to a pudding or mashed potato consistency, free from lumps, to make food easier to chew and swallow.

  In addition to the diets and food textures above, liquids can be thickened to the following levels:
  Nectar - Nectar thick liquids are thicker than water, run freely off a spoon but leave a thin coating on the spoon, and can be sipped through a straw (if allowed) or from a cup. For example, buttermilk and fruit nectars are naturally nectar thick.
  Honey - Honey thick liquids are "sippable" from a cup, drip slowly in dollops off the end of a spoon or flow slowly like natural honey does. Generally, honey thick liquids are usually too thick to be sipped with a straw.
  Pudding - Pudding thick liquids maintain their shape, are too thick to drink in the traditional sense, and need to be taken with a spoon.

POOLE SENIOR LIVING

EXHIBIT IV. LICENSURE/CERTIFICATION STATUS OF PROVIDERS

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

At this time the following providers offer:

☐home care

☐health care services under an existing arrangement with the Operator:

Service	Provider	Licensure/Certification

POOLE SENIOR LIVING

EXHIBIT V. RATE OR FEE SCHEDULE

RESIDENT NAME:_____ **Room #** _____

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

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

Living Space	Monthly Fee
☐ *include the type of living space (i.e., 1 bedroom, private) with square footage.*	$
☐	$
☐	$
☐	$

Basic Services: $_____

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

B. Your Tiered Billing Rate	**$**

Victor Views Assisted Living

☐ does

☑ does not utilize tiered fee arrangements.

The assessment conducted, in consultation with Your Physician has determined that you are eligible to receive EALR Services which the facility is able to provide You with the services You need. You, Your Representative, or Your Legal Representative agree to pay the additional fees required.

EALR Services:_____

Monthly Rate: _____

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

You have opted to receive the following supplemental or additional fees, outlined in Exhibit IIB

YOUR TOTAL MONTHLY RATE $

Your Basic Rate + EALR Services + Your Supplemental or Additional Fees

One- Time Community Fee: **$**_____

POOLE SENIOR LIVING

EXHIBIT VI. TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

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

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

EXHIBIT VII. PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

Complete and attach the DOH-5194 here.

POOLE SENIOR LIVING

Exhibit VIII. BED HOLD/ COMMUNITY FEE CONTRACT

ROOM _____

TODAY'S DATE: _____

For the community fee deposit of $ 1,500.00, Victor Views Assisted Living agrees to hold a room within its home for: _____
(Prospective Resident's Name)

The room #____ will be held until:_____ (maximum of 14 days from date of signed agreement-below).If the resident fails to move into the above mentioned residence on or before _____ , the full amount of the community fee will be forfeited, unless other arrangements are made by the facility operator and the responsible party. The community fee, if paid prior to the completion of the Admission assessment, will be refunded if the staff representative or family do not feel Victor Views Assisted Living meets the needs/wants of the potential resident. The forfeiture of the deposit will constitute full compensation to the above mentioned residence for holding the room in reserve if the resident agrees to acceptance to reside at Victor Views Assisted Living but does not move in or has not made other arrangements with the operator within the 14 days of the payment of the community fee. If 14 days pass, and You are still not residing at the residence but accepted admission to Victor Views Assisted Living, You will be required to pay the full *basic rate (as explained in the residency agreement)* to continue to hold the room. Should the residential agreement be enacted, the deposit of $1,500.00 will be used as the required community fee.

RESIDENT/ RESIDENT LEGAL REPRESENTATIVE SIGNATURE_____
DATE: __ __/__ __ /20 __ __

FACILITY REPRESENTATIVE SIG.: _____ DATE: __ __ __ __ / 20 __ __

POOLE SENIOR LIVING

EXHIBIT IX. VICTOR VIEWS WELCOME

INTERNAL FACILITY

REQUIREMENTS (HOUSE RULES AND

REGULATIONS)

The purpose of Internal Facility Requirements is to provide guidelines for preventing rude or harsh behavior. They are designed to promote feelings of safety and belonging to all individuals while in the facility. Employees, residents, and visitors are expected to abide these rules

VISITING HOURS: There are no set/designated visiting hours.

EMPLOYEES, RESIDENTS AND GUESTS: are expected to demonstrate respect, courtesy and manners by:

a. Avoiding profanity, loud discussions and topics generally considered inappropriate in mixed **c**ompany,

b. Respecting the privacy of each resident,

c. Avoiding racial, ethnic and religious slurs or comments,

d. Keeping the volume of talking, radios, stereos and televisions at a level which is not distracting or intrusive.

SMOKING IS NOT PERMITTED ON HOUSE GROUNDS

ALCOHOLIC BEVERAGES ARE NOT ALLOWED TO BE CONSUMED BY THE RESIDENTS: on the premises without physician's written orders or VERBAL approval.

ALL MEDICATIONS (PRESCRIPTION & NON-PRESCRIPTION): must be prescribed by the resident's physician (PA or NP) and the facility must have a written order from the physician and resident will be evaluated for ability to self-administer medications before the medication can be used by the resident. Bringing medications into the facility and using them without a written physician's order is grounds for termination of the Residency Agreement. Medications include vitamins, minerals, antacids, pain medication, laxatives, stool softeners, herbal supplements, and nutritional supplements.
Non-prescription and Over the Counter drugs are the same thing.
If the resident or resident's representative are providing the medication and refills, prescriptions must be delivered to the facility in a timely manner.
The manager can suggest pharmacies which will deliver and bill the resident or resident's

representative directly

NUTRITION AND MEALS: Menus are preplanned and may be reviewed by the resident, representative or family member upon request. Dietary planning and food preparation is done in accordance with New York State Department of Health Rules and in consideration of the resident's personal preferences.

The facility provides:
A minimum of three meals daily with snacks,
Food that is nutritious and appetizing
Special diets as ordered by the physician and within reason as to cost.
We invite the resident and resident's representative to make suggestions or request special food items or preparation to the facility manager.

TELEVISIONS, RADIOS AND STEREOS: are permitted in the residents' room as long as they do not disturb other residents. Residents have the right to select programming of their choice on personal appliances. However, the facility appliances may be used at any time for social and/or recreational activities.

ATTRACTIVE AND SERVICEABLE CLOTHING: must be provided by the resident or the resident's representative. This includes underclothing, nightwear, and shoes that fit properly. Five sets of clothing are sufficient and must be marked with name tags or laundry pen. A washing machine and dryer are available for residents wishing to do their own laundry. If the resident is incapable or does not desire to do their own laundry, the facility will provide that service.

PERSONAL FURNITURE: is permitted as space allows and with the manager's approval. Linens are provided by the facility. Residents bringing their own beds which are larger, are expected to furnish their own linens and all furniture brought it will be inspected prior to entering building.

IN CASE OF AN EMERGENCY: we will make every effort to contact the Resident's physician and act upon his instructions. If unable to reach the physician, we will activate the Emergency Medical Services.

A **"NO RESUSCITATION"/ (DO NOT RESUSCITATE)** or living will order does not negate emergency treatment if there is injury or illness.
A **"NO RESUSCITATION"/ (DO NOT RESUSCITATE)** or living will order is respected in terms of receiving a resident in event of death and respecting resident's last wishes in the matter.

WE ARE NOT LIABLE: for injuries or other occurrences while the Resident is away from the facility. Individuals taking residents from the facility will be requested to sign out and in to facilitate planning care for the resident

POOLE SENIOR LIVING

GRIEVANCES:

Resident Grievance Policy and Procedure

Residents of this Assisted Living Residence have the right to voice grievances, concerns, or complaints regarding care, services, staff interactions, or living conditions without fear of discrimination, retaliation, or reprisal. The residence is committed to ensuring that all concerns are heard, addressed promptly, and resolved in a fair, respectful, and timely manner.

Residents, families, or designated representatives may submit grievances verbally, in writing, or anonymously to any staff member, supervisor, or administrator at any time. Anonymous grievances may be submitted by placing written concerns in the designated grievance box without identifying information. Staff who receive a grievance are responsible for documenting the concern and promptly forwarding it to the appropriate supervisory staff or administration for review and follow-up.

Complaint handling is also available through the Long-Term Care Ombudsman Program. The Long-Term Care Ombudsman is available to identify, investigate, and resolve resident complaints in order to assist in the protection and exercise of resident rights. Contact information for the Ombudsman Program is posted within the residence and available upon request.

Written and Anonymous Grievance Process

Step 1: Submission of Written or Anonymous Grievance
A resident or the resident's representative may submit a written grievance to the Case Manager or Administrator. The grievance may be:

- Mailed to: Victor Views Assisted Living, 1440 State Route 444, Victor, NY 14564, Attn: Case Manager
- Hand-delivered to the Case Manager or Administrator
- Placed in the designated grievance box (with or without name for anonymous submission)

The grievance box will be checked by the Operator at least once per week to ensure timely review of submitted concerns.

The written or anonymous grievance should:

- Describe the nature of the concern or complaint
- Include the date(s) of occurrence, if known
- Provide any suggested remedy or resolution (optional)
- Be submitted within 10 working days of the concern being observed, when possible

The Manager, either independently or in collaboration with the Owner (if roles are separate), will review the grievance.

- If contact information is provided, a written response will be given to the resident or resident's representative within 10 working days of receipt.
- If the grievance is submitted anonymously, the residence will investigate and address the concern to the extent possible. Findings or general actions taken may be communicated through posted notices, staff education, or resident council meetings when appropriate, while maintaining confidentiality.

Every effort will be made to resolve the grievance at this stage.

Step 2: Request for Reconsideration (Non-Anonymous Grievances Only)
If the resident or resident's representative is not satisfied with the decision, they may submit a written request for reconsideration within 10 working days of receiving the initial response.

The reconsideration request should:

- State why the initial resolution is not satisfactory
- Offer suggestions for a fair compromise or desired outcome

Upon receipt, the Manager will convene a review committee consisting of:

- The Manager
- The individual responsible for developing the resident's service plan (if different from the Manager)
- A third individual affiliated with the residence (e.g., resident, caregiver, or volunteer)

The committee will review the grievance and any supporting information. A written decision reflecting the committee's findings will be provided to the resident or resident's representative within 10 working days of the reconsideration request.

Residents retain the right at any time to contact the Long-Term Care Ombudsman Program or the New York State Department of Health regarding grievances, regardless of whether internal procedures have been followed.

Resident Council Grievance Process:

Residents are encouraged to participate in Resident Council meetings, which provide an additional forum to share concerns, suggestions, and feedback about life within the residence. Date and times of Resident Council meetings are posted on the monthly activities calendar each month and on the daily activities posting located on main bulletin board/ kitchen counter upon entrance of home. Resident Council meetings are resident-led whenever possible, promoting resident autonomy and participation in community decision-making. Staff members may be present in a facilitating role, providing support, assisting with documentation of

concerns, and ensuring that issues raised during the meeting are communicated to administration for follow-up and resolution.

Concerns raised during Resident Council meetings will be reviewed by the administration, and appropriate actions or responses will be communicated back to the residents at subsequent meetings or through other appropriate channels.

RESIDENT/POA SIGNATURE: _____DATE: ____/ _____/ 20 __

FACILITY REPRESENTATIVE SIGN:_____*DATE:*____/_____*/ 20*___

Exhibit IX A. DETAILED EXPLANATION OF HOUSE RULES AND POLICIES

Residents live together in close proximity and share some common areas of the home. As a result, Operator has developed House Rules to ensure efficient and fair operation of the home for each person. Residents' behaviors (positive or negative) can have a profound impact on everyone residing within the Home. A Resident who violates House Rules will be given every opportunity to correct the problem. However, continued violation of House Rules may subject the Resident to discharge from the Home.

Furnishings and Personal Belongings

Residents may furnish their rooms as they desire, with the approval of the Administrator. Although the grounds are covered by general liability insurance, this insurance does not cover any property belonging to a Resident. Residents are, therefore, encouraged to carry personal property insurance to cover any loss due to fire,theft, or other casualty. The Administrator and the Resident or Responsible Party will inventory personal belongings at the time of move-in. Operator cannot be responsible for any loss of valuables. Residents should keep all valuables locked up and should not keep any cash in their possession. Resident's or Responsible Party will be sent an invoice for any extra costs incurred by additional services contracted on behalf of the Resident's need. Residents may have their own personal televisions and radios in their rooms, but they must be used with considerations. Volumes should be kept at a reasonable level, especially between the hours of 7:00p.m. and 7:00a.m. when other residents are sleeping. Residents who are hearing impaired may be asked to use earphones. Due to potential for fire, extension cords and space heaters are not allowed in the home.

Housekeeping and Laundry

Resident rooms/bathrooms are cleaned and sanitized on a regular basis Specifically, all toilets in

residents rooms to be cleaned daily, floors in residents rooms swept daily, sink surface wiped down and sanitized daily, beds made daily, and shower to be cleaned after each use.

Residents are asked to cooperate in making their room available for cleaning during the late morning hours. Common areas will also be cleaned daily. Residents are expected to do their part to keep to common areas clean and tidy. Bed linen is changed according to the housekeeping schedule (once per week), or on an as-needed basis. Operator's employees will launder all linen and personal clothing. Residents are asked to bring wrinkle-free clothing. Staff will not iron or press clothing but can have the Resident's clothing professionally laundered at an additional cost. Residents may assist with laundry and light housekeeping duties.

Personal Appearance and Hygiene

Residents will wear their own personal clothing and are expected to dress modestly when they leave their room. Appropriate robes are acceptable for breakfast dining only. Otherwise, full dress will be expected in common areas of the Home. Residents must maintain an appropriate level of hygiene at all times. Operator's employees will assist Residents with activities such as bathing, dressing, and grooming as needed.

Disease transmission

Disease transmission is a problem that can and will affect all Residents, regardless of the precautions taken. Subject to State and federal rules and guidance, visitors, employees, and volunteers will not be allowed to enter the home with severe colds, flu symptoms, or any other contagious disease, unless otherwise permitted by State or federal rules and guidance. If it is imperative that a Resident must be seen, an employee on duty will supply and require the affected person/staff to wear the appropriate Personal Protective Equipment (PPE). Minors who screen positive for a communicable disease will be permitted only where they can adhere to core infection control measures, such as use of Personal Protective Equipment and hand hygiene protocols.

Activities and Events

Operator maintains a monthly schedule of social, recreational and fitness activities. Activities and events take place inside the home or on the home's premises. Residents are not required to participate; however, group interaction can be fun and rewarding for everyone. Activities may include arts and crafts, games, music time, pet therapy, and holiday and birthday celebrations. Residents are always encouraged to suggest activities that are of particular interest to them.

Meals, Snacks, and Cooking

Three nutritionally balanced meals are served family-style in the dining area.

Snacks, such as juice, coffee, fruit, and crackers are available to Residents at all times. Meals are not served individually, or in a Resident's room except in the event of an acute, short term illness. Cooking is not allowed in Residents' rooms at any time.

Should a Resident wish to invite a guest(s) for any meal, advance notice is appreciated.

Telephone usage

There is a community telephone in the Residence that may be used by all Residents for local calls. Residents should be considerate of their phone usage to allow other Residents time to make or receive calls. The Resident or Responsible Party will be held financially responsible for all incurred charges for long distance calls at $0.10 per minute. Resident's may have their own phone line in their room but will be responsible for installation and monthly charges.

Use of Common Area

Residents have unrestricted use of the Residence's common area, including television, radio, games, etc. Cooperation is required among residents.

Any programming issues will be resolved by the employee on duty.

Privacy

Residents are expected to be considerate of each other's privacy. A Resident may not enter the room of another Resident without permission. No Resident may use the personal belongings of another Resident without permission. Family members are not allowed to enter any other Resident's rooms, unless invited by that Resident.

Finances

A description of payment policies, fee structures, and Resident financial obligations can be obtained by contacting the Administrator, or referring to the Residency Agreement. Any services arranged with outside providers will be billed directly to the Resident by the provider. Families must designate a single family member or responsible party to be accountable for financial matters. All financial business will be addressed solely with the designated responsible party.

Leaving and Returning to the Home

Residents are encouraged to come and go from the Residence as they choose. When a Resident leaves, he/she should notify the employee on duty of the departure time, destination, and expected return time and sign out in the designated binder in foyer on office windowsill. The outside door will be locked at 10p.m. and unlocked again at 7:00a.m. Residents wishing to stay out later or leave earlier than 7:00 a.m. should ring the doorbell of main entrance once they arrive to be let in.

Transportation

Residents should try to secure their own private transportation (via a family member or friend) for medical or other appointments. However, the Case Manager may assist residents by securing rides for medical or community outings via company van with no additional charge. In the event of serious illness or injury, an appropriate medical provider will be contacted to provide transportation with all associated costs being the responsibility of the

Resident or Responsible Party.

Smoking

Smoking is not permitted on the grounds of the home.

Alcoholic Beverages

Alcoholic Beverages may be consumed on premises with permission from medical provider only. The Operator does not provide alcoholic beverages to any Resident. Any Resident that consumes alcoholic beverages must be in control of their actions.

Holidays

Residents and their families are encouraged to celebrate special holidays together, whether at Residence or their own homes. If a Resident's family would like to share the holiday in the Residence, advance notice is required to plan for additional meals, if required. Residents may also reserve multipurpose room in advance for such events.

Visitors

Friends, family members and other visitors are welcomed and encouraged to visit.

Doors are locked from 10pm to 7am. If visits are desired or needed during those hours, please ring the door bell to access the home. All visitors must follow the House Rules. Many of our Residents enjoy the company of young children; however, a responsible adult must supervise children visiting the home.

Nondiscrimination

Poole Senior Living, LLC affords treatment and access to its home and services for all persons without unlawful discrimination due to race, color, sex, religion, age, national origin, ancestry, and handicap.

Resident Illness or Death

Residents are to report illness of any kind to the employee on duty. In the event of serious

illness or death of a Resident, the following procedure will be followed:

1. The employee on duty will call 911 emergency.
2. The employee will call the Operator and/or House Manager
3. The Operator and/or House Manager will call a member of the Resident's family designated as the emergency contact.
4. The employee will supply emergency medical personnel with the Resident's records, including any advance medical directives, the resident information sheet containing an emergency contact, physician's name and phone number, and a list of current medications.

EXHIBIT X. 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 XIX 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 XIX OR INTERFERENCE BY THE OPERATOR OR ANY PERSON AFFILIATED WITH THE

OPERATOR;

(J) EVERY RESIDENT SHALL HAVE THE RIGHT NOT TO BE COERCED OR REQUIRED TO PERFORM WORK OF STAFF MEMBERS OR CONTRACTUAL WORK;

(K) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE SECURITY FOR ANY PERSONAL POSSESSIONS IF STORED BY THE OPERATOR;

(L) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE ADEQUATE AND APPROPRIATE ASSISTANCE WITH ACTIVITIES OF DAILY LIVING, TO BE FULLY INFORMED OF THEIR MEDICAL CONDITION AND PROPOSED TREATMENT, UNLESS MEDICALLY CONTRAINDICATED, AND TO REFUSE MEDICATION, TREATMENT OR SERVICES AFTER BEING FULLY INFORMED OF THE CONSEQUENCES OF SUCH ACTIONS, PROVIDED THAT AN OPERATOR SHALL NOT BE HELD LIABLE OR PENALIZED FOR COMPLYING WITH THE REFUSAL OF SUCH MEDICATION, TREATMENT OR SERVICES BY A RESIDENT WHO HAS BEEN FULLY INFORMED OF THE CONSEQUENCES OF SUCH REFUSAL;

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

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

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

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

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

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