

Quail Summit

RESIDENCY AGREEMENT

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RESIDENCY AGREEMENT

TABLE OF CONTENTS

	PAGE
I. Housing Accommodations and Services.....	I
A. Housing Accommodations and Services	1
B. Basic Services	I
C. Additional Services	2
D. Licensure/Certification Status.....	2
11 Disclosure Statement.....	2
111. Fees	3
A. Basic Rate	3
B. Security Deposit	3
C. Rate or Fee Schedule	3
D. Billing and Payment Term (Monthly Statement).....	3
E. Adjustments to Basic Services Rate or Additional or Supplemental Fees	3
F. Bed Reservation	4
IV. Refund/Return of Resident Monies and Property	4
V. Transfer of Funds or Property to Operator	4
VI Property or items of value held in the Operator's custody for You	5
VII. Fiduciary Responsibility	5
VIII. Tipping	5
IX. Personal Allowance Accounts.....	5
X. Admission and Retention Criteria for an Assisted Living Residence	5
XI. Rules of the Residence (if applicable)	6
XII. Responsibilities of Resident, Resident's Representative and Resident's	
XIII Legal Representative	6
XVI Termination and Discharge	7
XVI Transfer	7
XV Resident Rights and Responsibilities.....	8
XV. Complaint Resolution	8
XVI. Miscellaneous Provisions.....	8
XVII. Agreement Authorization	9
XVIII	

TABLE OF EXHIBITS

EXHIBIT	SUBJECT	PAGE
I. A1.	Identification of Apartment/Room	I
1.A.3.	Furnishings/ Appliances Provided by Operator	II
I.A.4.	Furnishings/ Appliances Provided by You	UI
I.C.	Additional Services/ Amenities Available	IV
I. D	Licensure/Certification Status of Providers.	V
IL	Disclosure Statement	VI
111.A.2.	Tiered Fee arrangements	IX
III.B.	Supplemental Additional or Community Fee	X
111.C.	Rate or Fee Schedule	XI
V.	Transfer of Funds or Property to Operator.....	XII
VI.	Property /Items Held by Operator for You	XIII
XL	Rules of the Residence	XIV
XV.	Residence Rights and Responsibilities.....	XVI
XVI.	Operator Procedures: Resident Grievances/Recommendations.....	XVIII

RESIDENCY AGREEMENT

A. **This agreement** is made between Quail Summit (the "Operator",

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

_____ (the "Resident's Representative",
if any) and

_____ (the "Resident's Legal
Representative", if any).

RECITALS

A. **The Operator** is licensed by the New York State Department of Health to operate at 5102 Parrish St. Ex. Canandaigua NY, an Enriched Housing Program Quail Summit, Inc.

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

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

AGREEMENTS

L. Housing Accommodations and Services.

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

A. Housing Accommodations and Services

1. **Your Apartment/Room.** You may occupy and use a private () or semi-private. () Apartment identified on Exhibit I.A. I., subject to the terms of this Agreement.
2. **Common areas.** You will be provided with at least 10 hours per day between the hours of 8am and 6pm, you will be provided with unrestricted access to common areas at Quail Summit. Specifically, you will be provided with unrestricted access to the following general-purpose rooms, such as lounges, multi-purpose room, dining room, and living room.
*Access to at least one general purpose room is accessible 24 hours per day, seven days a week.
3. **Furnishings/ Appliances Provided by The Operator**
Attached as Exhibit I.A.3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your apartment/room.
4. **Furnishings/ Appliances Provided by You**
Attached as Exhibit I.A.4. and made a part of this agreement is an Inventory of furnishings, appliances and other items supplied by you in your apartment/room. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.).

B. Basic Services

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

1. **Meals and Snacks.** Three (3) nutritionally well-balanced meals per day and one (1) evening snack per day are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: Regular, No Added Salt, and Low Concentrated Sweets. * Food and Drink are available to You 24 hours per day, seven days a week in the following ways: You and staff on duty have access to the pantry kitchen area in the to accommodate Your request for food or drink 24 hours a day seven days a week
2. **Activities.** The Operator will provide an organized and diverse program of planned activities; opportunities for community participation and services designed to meet.

Your physical, social, and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of Quail Summit.

3. **Housekeeping Services.** The Operator will provide regular housekeeping services within Your apartment consisting of floor care, dusting, and bathroom cleaning. On a weekly and as needed basis.
4. **Linen Service** - When not supplied by the Resident, the operator will provide a minimum of two (2) sheets; one (1) pillowcase, one (1) pillow, at least one (1) blanket, one (1) bedspread, and towels and washcloths, all clean and in good condition.
5. **Laundry of Your personal washable clothing.** Laundry will be done on a weekly basis or as needed by the employees and returned to you within 24 hours.
6. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff on-site to provide supervision services in accordance with the law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law and required by the New York State Department of Health.
7. **Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with the law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.
8. **Personal Care.** The Operator will provide sufficient staff to perform personal care, including Wellness checks such as weight and blood pressure monitoring. Basic assistance with personal care including some assistance with bathing, grooming, dressing, toileting, (if applicable) ambulation (if applicable), transferring (if applicable), feeding, medication acquisition, storage and disposal, assistance with self-administration of medication. And as otherwise needed by the individual to carry out the activities of daily living, maintain good health and participate in ongoing activities of the Enriched Housing Program.
9. **Development of individualized Service Plan.** An Individualized Service Plan will be developed to address the residents' needs. This plan will be reviewed and revised every six (6) months and whenever ordered by Your physician or a frequently as necessary to reflect Your changing care needs.

C. Additional Services.

Exhibit 1.C., attached to and made a part of this Agreement, describes in detail any additional services, or amenities available for an additional, supplemental or community fee from the Operator directly or through arrangements with the Operator. Such exhibit states who would provide such services or amenities, if other than the Operator.

D. Licensure/Certification Status.

A listing of all providers offering home care or personal care services under an arrangement with the Operator, and a description of the Licensure or certification status of each provider is set forth in Exhibit 1D. of this Agreement. Such Exhibit will be updated as frequently as necessary.

II. Disclosure Statement

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

III. Fees

A. Basic Rate.

(I) Flat Fee Arrangements

The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident (*or other specified part as indicated here* _____) *and who executed the Guaranty* will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I. 8. of this Agreement.

B. Community Fee: Pursuant to the title 10 of New York Codes, Rules, and Regulations at Section 1001.8(£)(4), the Residency Agreement includes a description of supplemental, additional, or community fees from the Operator directly or through arrangements with the Operator, stating who provides such services if not the Operator, and provide a detailed explanation of the services and amenities covered by the rates fees, or charges. A supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate. A Supplemental fee must be at Resident option. In some cases, the law permits the Operator to change the additional fee without the express written approval of The Resident (See section 111.8). 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 Quail Summit, or to reject the Community fee and thereby reject the residence at Quail Summit.

C. Rate or Fee Schedule.

Attached as Exhibit 111.C. and made a part of this Agreement is a rate or fee schedule, covering both the Basic Rate and any Additional, Supplemental or Community fees, for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such rates, fees, or charges.

I. Rate - The resident and the resident's representative agree to pay, and the operator agrees. to accept the following payment in full satisfaction of the services which the operator must provide according to law and regulations:

Daily Rate \$ _____ *Payment due by _____

D. Billing and Payment Terms (Monthly Statements)

The Operator will furnish the Resident with monthly statements showing the total amount of offers and other charges which shall be due and payable by the 1st day of the month. The Operator may charge a late fee of one and one-half (1.5%) percent per month on any balance unpaid by the 15th day of the month. The late fee shall be deemed additional rent. 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 will work with the Resident, Resident's Representative in seeking out resources such as Veterans benefits, along with assisting with seeking accommodations to meet residents needs within guidelines of their resources. Such procedures are in accordance with the provision regarding termination of the agreement set forth in Section XIII.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than thirty (45) days prior to the effective date of the rate or fee increase, except in the following circumstances:

If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon forty-five (45) days written notice.

If the Operator provides additional care, services, or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days.

In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment, and food supplied during such emergency.

F. Bed Reservation

The Operator agrees to reserve residential space as specified in Section I.A. I above in the event of Your temporary absence. The charge for this reservation is \$_____per day, The length of the time the space will be reserved is a maximum of thirty (30) days. A provision to reserve residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this Agreement rather than reserve such space but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of Your discharge, but in no case more than three (3) business days after You leave the Residence, the Operator must provide You, Your Resident or Legal Representative or any person designated by You with a final written statement of Your payment at the Residence. The Operator must also return at the time of Your discharge, but in no case more than three (3) business days any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis or a per diem proration any advance payment(s), which You have made.

If You die, the Operator must turn over Your property to the legally authorized representative of Your estate. If You die without a will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County wherein Quail Summit is located in order to determine what should be done with property of Your estate.

v. Transfer of Funds or Property to Operator

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

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

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

VII. Fiduciary Responsibility

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

VIII. Tipping:

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

IX. Personal Allowance Accounts

It is the policy of the Operator to maintain a "cashless" community with all ancillary service charges appearing on the resident's monthly statement (example: guest meals, etc.).

Currently, the Operator does not accept residents receiving SSI or HR funds. Accordingly, the Operator does not plan to maintain any personal accounts. If this policy changes at any time, the Operator will inform the Department of Health of our change in policy and set forth any procedures as mandated by regulation.

Admission and Retention Criteria for an Assisted Living Residence

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

If you are being admitted to a special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.

XIV. Rules of the Residence

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

XVI. Responsibilities of Resident. Resident's Representative and Resident's Legal Representative

- A. You, or Your Resident, Representative, or Legal Representative to the extent specified in this Agreement, are responsible for the following:
 - I. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
 - 2. Supply of personal clothing and effects.
 - 3. Payment of all medical expenses including transportation for medical purposes, except when payments is available under Medicare Medicaid or other third-party coverage.

4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
 5. Informing the Operator promptly of change in health status, change in physician, or change in medications.
 6. informing the Operator promptly of any change of name, address and/or phone number.
 7. Obey all House Rules.
 8. Bear responsibility for all burial expenses.
- B. The Resident's Representative shall be responsible for the following: (as stated above).
- C. The Resident's Legal Representative, if any, shall be responsible for the following: (as stated above).

XV. Termination and Discharge

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

1. By mutual agreement between You and the Operator.
2. Upon thirty (30) days' notice from the Resident or the Resident's Legal Representative to the Operator of the Resident's intention to terminate the Agreement and leave the facility. Notwithstanding any other provision of this Agreement, payment for the full thirty (30) days and all other services rendered pursuant to this Agreement shall be due from the Resident at the time of discharge from the Residence.
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 any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care, which the Quail Summit is not permitted by law or regulation to provide.
2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else.

3. You fail to make timely payment for all authorized charges, expenses, and other assessments, if any, for services including use and occupancy of the premises, materials, equipment, and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place. unless the Operator, during the thirty (30)-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.
4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence.
5. 'The Operator has had his/her operating certificate limited, revoked, suspended or the Operator has voluntarily surrendered the operation of the facility.
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, which must be at least 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 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, to terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of the Operator.

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

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

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

XIV Transfer

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

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

2. In the event that your behavior poses an imminent risk of death or serious physical injury to him/herself or others; or
3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents at Quail Summit to other residences or is making other provisions for the Residents' continued safety and care.

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

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

XV Resident Rights and Responsibilities

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

XVI Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in Quail Summits operations and programs are attached as Exhibit XVI. and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of Quail Summit, The Operator agrees that the residents of Quail Summit may organize and maintain councils or such other self-governing bodies as the residents may choose. The Operator agrees to address any complaints, problems, issues, or suggestions reported by the Residents' Organization and to provide a written report to the Residents' Organization that addresses the same.

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

XVII. Assorted Provisions

- I. 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 special needs residency agreements and related documents executed by the parties shall be maintained by the Operator in files of Quail Summit, from the date of execution until three (3) years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.
5. Amendments - No amendment of this Agreement shall be valid unless it is in writing and is executed by the Operator and Resident.
6. Severability -The invalidity of any restriction, condition or other provision of this agreement or any part of the same, shall not impair or affect in any way the validity or enforceability of any other portion of this Agreement.
7. Governing Law - This Agreement shall be interpreted according to and governed by the laws of the State of New York.

XVII. Agreement Authorization

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

Dated: _____

(Signature of Resident)

Dated: _____

(Signature of Resident's Representative)

Dated: _____

(Signature of Resident's Legal Representative)

Dated: _____

(Signature of Operator or the Operator's Representative)

(Optional) Personal Guarantee of Payment

The Operator cannot mandate that the resident or other person agree to 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, provided to You, that are not covered by the Basic Rate:

(Date)

Guarantor's Signature

Guarantor's Name (print)

EXHIBIT I.A.I.

IDENTIFICATION OF APARTMENT/ROOM

RESIDENT NAME

UNIT# UNIT TYPE:

UNIT LOCATION:

UNIT DESCRIPTION:

EXHIBIT I.A.3.

As a resident of an Enriched Housing Program, in accordance with Section 488.11(f) of Title 18, New York Codes Rules, and Regulations, the Operator will provide you with:

- Basic furniture and household items, appropriate to size and function and intended for common use.
- a standard single bed in good repair, a chair, a lamp:
- lockable storage facilities for personal articles and medication, which cannot be removed at will if the individual room or apartment is not lock-equipped.
- individual dresser and closet space for the storage of clothing.
- household supplies and equipment including soap and toilet tissue.
- shaded light fixtures.
- one telephone.
- dishes, glasses, utensils, table.
- access to radios and television sets; and
- household linens including at minimum, a pillow, pillowcase, two sheets, blankets, a bedspread, towels, and washcloths.

Furniture Policy,

It is the policy of Quail Summit to provide furniture to those residents who choose not to provide their own upon admission.

Upon discharge from the facility the furniture remains the property of the owners and is to always remain in the facility.

It is understood that the furniture, while being used by the residents, will be maintained, and kept in good condition. If damage occurs to the furniture while in your possession, you may be charged the costs of repair or replacement.

The following items have been loaned to - - - - -

in apartment# _____

(Resident Name)

Twin Bed

Dresser

Nightstand

Chair

Lamp

Resident Signature

Date

Responsible Party Signature

Date

Representative Signature

Date

EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

See Furniture Policy

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

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

EXHIBIT 1.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 :
<i>Food Service:</i>		
Guest Meals	\$	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	\$	Operator
Catering and Special Events	\$	Operator
Other, specify:	\$	
<i>Wellness:</i>		
Pendant Replacement (optional)	\$	Operator
Medical Transport	\$	
<i>Medical Transportation charges included here are those over and above Medicare, Medicaid, and Third-Party Payment</i>		
Other, specify:	\$	
<i>Housekeeping & Maintenance:</i>		
Carpet Cleaning: Spot Only (beyond normal maintenance)	\$	Operator
Carpet Cleaning: Additional Shampooing (beyond normal maintenance)	\$	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.	\$	Operator
Key replacement	\$	Operator
Pet Fee (check all that apply) ☐ One-Time ☐ Monthly D Refundable ☐ Non-Refundable	\$	Operator

<i>Utilities</i>		
Local & long-distance telephone service	\$	Arranged by Resident with service provider
Cable television - Basic services included additional channels not included.	\$	Arranged by Resident with service provider
<i>Miscellaneous</i>		
Salon and spa	\$	Beautician
Dry Cleaning	\$	
Transportation to Community Events/Cultural Activities	\$	

* Please note that the 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 Quail Summit to help you. Please note that these prices are subject to change from time to time.

EXHIBIT 1D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

<u>Provider Name</u>	<u>Address</u>		<u>Op. Cert.</u>
1) UPMC home care	2180 Empire Blvd Webster, NY 14580	Certified Home Care	27016-02
2) Lifetime Care	311 Winton Rd. South Rochester, NY 14623	Home Health	2701600
3) HCR	85 Metro Park Rochester NY 14623	Certified Home Health	27016-03
4) UR Medicine Geriatrics Group	435 East Henrietta Rd Rochester, NY	Physician Practice	
5) Health Direct	250 Wallace Way Rochester, NY	Pharmacy	
6) UR Labs	FF Thompson Hospital Horne Draw	Lab services	

EXHIBIT II

DISCLOSURE STATEMENT

Quail Summit hereby discloses the following, as required by Public Health Law Section 4658 (3).

- 1.. The Consumer Information Guide developed by the Commissioner of Health, is provided in your admission packet.
2. The Operator is licensed by the New York State Department of Health to operate Quail Summit at 5102 Parrish St. Extension Canandaigua NY 14424 an Enriched Housing Program.

The Operator is also certified to operate at this location a Special Needs Assisted Living Residence. This additional certification may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence **in** a basic Enriched Housing Residence to be able to continue to reside in Quail Summit and to receive Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met. The Operator is currently approved to provide:

- a. ALR Enriched Housing for up to a maximum of 55 persons.
- b. Special Needs Assisted Living services for up to a maximum of 22 persons.

Optional Provision Begins

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

Alzheimer's /Dementia

Note: Please see attached guidelines for admission and discharge for the basic, special needs levels of care.

The Operator will post prominently in Quail Summit, monthly, the then-current number of vacancies under its Special Needs Assisted Living programs.

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

3. The owner of the real property upon which Quail Summit is located is Quail Summit Inc. The mailing address of such real property owner is 5102 Parrish St Ext. Canandaigua NY 14424. The following individual is authorized to accept personal service on behalf of such real property owner: The Administrator
4. The Operator of Quail Summit is Quail Summit Inc. 5102 Parrish St Ex. Canandaigua NY 14424 The following individual is authorized to accept personal service on behalf of the Operator: The Administrator
5. List any ownership interest in excess of 10% on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of Quail Summit.

There Are None

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

There Are None

7. Residents have the right to receive services from licensed providers with whom the Operator does not have an arrangement but must coordinate services with the Case Manager.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. *There are available public funds for payment for residential, supportive, or home health services, including but not limited to, availability of Medicare coverage of home health services.*

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

VII

11. The New York State Long Term Care Ombudsman Program (NYSL TCOP) provides a toll-free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. 585- 244-8400, ext. 114 is the Local LTCOP telephone number. The NYSL TCOP web site is.

www.ltcombudman.ny.gov

EXHIBIT 111.B.

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

Quail Summit charges \$_____ as a community fee which is a onetime charge.

EXHIBIT 111.C.

**Quail Summit
2023 Fee Schedule**

The Village- Special Needs Assisted Living

Studio Suite	\$209.00 per day
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Studio Deluxe	\$ 228.00 per day
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The Harbor -Enriched Housing Program

One bedroom	\$184.00 per day
-------------	------------------

Two Bedroom	\$205.00 per day
-------------	------------------

Second person fee	\$41.60 per day
-------------------	-----------------

Community Fee	\$1000.00 one-time fee
---------------	------------------------

RESIDENT NAME: _____

UNIT#: _____

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

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

Housing Accommodations and Services: \$.__ _

Living Space	Monthly Fee
☐ Special Needs Assisted Living Village Studio Suite	\$6270.00/30 days
☐ Special Needs Assisted Living Village Studio Deluxe	\$6840.00/30 days
☐ Enriched Housing- Harbor One (1) bedroom	\$5520.00/30 days
☐ Enriched Housing - Harbor Two (2) bedrooms	\$6150.00/30 days
Second Person fee	\$ 1248.00/30 days

Basic Services: . - - - - -

Including wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), feeding, medication acquisition, storage and disposal, and assistance with self - administration of medication.

B. Your Tiered Billing Rate	\$N/A
<u>Quail Summit</u> ☐ does ☐ does not utilize tiered fee arrangements. The assessment conducted, in consultation with Your Physician has determined that the following Level of Care is appropriate to provide You with the services You need. You, Your Representative, or Your Legal Representative agree to pay the additional fees required. Level of Care: Monthly Rate: _____	
C. Your Supplemental or Additional Fees	1\$ N/A
You have opted to receive the following supplemental or additional fees, outlined in Exhibit 111.B: 	
YOUR TOTAL MONTHLY RATES \$ _____ Your Basic Rate+ Your Tiered Billing Rate+ Your Supplemental or Additional Fees	

Community Fee: \$ _____

Quail Summit ☐ does ☐ does not charge a one-time Community Fee, as outlined in Exhibit III.B of this Agreement.

Your total move in Cost: \$

EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

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

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

EXHIBIT VI.

Property/Items held by the operator for you:

Complete and attach DOH-5194 here.

EXHIBIT XI.
Quail Summit Policies, House Rules and Regulations

1. Quail Summit is a smoke-free facility. There is!!Q. smoking anywhere in the facility.
2. You may keep non-perishable food in your room, but it must be in a covered, sealed container. Any perishable food found will be thrown out by the housekeeping staff.
3. In public areas, residents must use hall phones for personal use.
4. Laundry will be picked up once a week, and laundry baskets are provided. Recommend all clothing must be labeled with the resident's initials on the tags.
5. Electrical appliances must be approved by management prior to use in a resident's room.
6. No frayed electrical cords are permitted. A resident may only use power strips utilizing only four (4) openings per strip. Extension cords are not permitted.
7. Quail Summit provides one pillow and one blanket; per request The facility will maintain adequate bed linens to meet the needs of the community.
8. Residents are not permitted to keep ANY medication, including non-prescription medication, in Their rooms without a doctor's written attestation that the resident is capable of self-administration. The resident must keep Quail Summit informed of all medications being taken, including name, route, dosage, frequency, times, and any instructions, including any contradictions, indicated by the physician. Any medications (including non-prescription medication) must be secured in the top dresser drawer out of sight. Residents are not permitted to keep these items on top of their dressers or stands in their rooms. Medication that must be kept on the resident's person for frequent or emergency use must be kept out of sight, for example, in a pocket or purse.
9. Fire drills will be conducted monthly, on alternate shifts, with complete evacuation of the facility occurring annually per state regulation.
10. Family members are encouraged to communicate with staff, including any appointments made with resident physicians. Working with staff will ensure proper follow-up, and documentation of medication orders or other changes made by the physician.
11. Residents have the right to select their own pharmacy. For your convenience Quail Summit offers a pharmacy provider for all our residents' pharmacy needs. They do special packing for us, and by using one pharmacy, we have better organization and tracking ability. Residents who wish to use an alternate pharmacy must notify the community of their choice and comply with the medication procedures.

12. Residents are responsible for the security of their own personal belongings and money. "Operator" is responsible if the loss is caused by or due to negligence of the Operator or the Operator's agents, employees, or contractors.
13. Residents who develop medical or psychiatric conditions that render them inappropriate for adult home residence under the criteria established by New York State Law and Department of Health regulations may transfer to an appropriate setting at any time without penalty.
- All other residents choosing to terminate their admission or any supplement to the agreement must provide thirty days' notice. Without thirty days' notice, Quail Summit Residents are required to pay one month's rent, and if applicable, supplement charges beyond the date when they notify Quail Summit of their decision to terminate the agreement. Payment continues until all belongings are removed from the apartment and keys are returned.
14. No burning candles or incense in the facility. No open flame or smoking material.
15. Staff is obligated to contact the family whenever a resident experiences illness, falls, or has other accidents, and/or receives any kind of injury, or exhibits behavior that constitutes a danger to self or others, as well as when the resident's whereabouts are unknown for 24 hours.
16. Alcoholic beverages are permitted- resident must have a physician order indicating that alcohol intake is permitted, there are no contraindication with current medication regimen, resident can store in own room ill: if central storage is required.
17. For your safety security cameras are located at EXIT doors throughout the community and monitored by Security.
18. Pet visits are allowed if accompanied by a responsible adult and guidelines are followed.
19. Firearms are not permitted in the Assisted Living Residences.
20. 911 is our medical emergency plan; we do not provide CPR or assessments. We are obligated to seek medical attention for all changes in condition. Residents may be sent to the hospital regardless of advanced directives as we are not a medical facility and cannot assess.

Date

Resident's Signature

Date

Quail Summit Representative

Residents Rights, Protections and Responsibilities in Certified Adult Care Facilities

The Social Services Law gives you certain rights as a resident in an adult care facility.

You have the right:

to receive courteous, fair, and respectful care and treatment at all times, have your dignity preserved; be free from coercion and restraint; and not be physically, mentally, or emotionally abused, or subject to any occurrence which would constitute a reportable incident.

to exercise your civil rights and religious liberties and to make personal decisions, including your choice of physician, and to have the assistance and encouragement of the operator in exercising these rights and liberties.

to have private, written, and verbal communications or visits with anyone of your choice, or to deny or end such communications or visits.

to receive and send mail or any other correspondence unopened and without interception or interference.

to present grievances or recommendations on your own behalf, or on the behalf of other residents, to the administrator or facility staff, the State Department of Health, other government officials or any other parties without fear of reprisal.

to join with other residents or individuals inside or outside the facility to work for improvements in resident care.

to confidential treatment of personal, social, financial and health records to have privacy in treatment and in caring for personal needs.

to receive a written statement (admission agreement) of the services regularly provided by the operator, those additional services which will be provided if needed or requested and the charges (if any) of these additional services.

manage your own financial and personal affairs, including but not limited to the right to determine from whom medical services are received, provided such services are within the provider's scope of practice.

to perform work for the facility, but you must be afforded the opportunity to seek employment, volunteer, and work in the greater community if you so choose, and if you do perform work on behalf of the facility, to receive fair compensation from the operator.

to have security for any personal possessions if stored by the operator to have recorded on the facility's accident or incident report your version of the events leading to the accident or incident.

to object if the operator terminates your admission agreement against your will. The operator shall provide instructions for formally making an objection if requested by you, the resident.

to privacy in your own room or sleeping unit, and in caring for personal needs, with only you the resident and appropriate staff having access be provided the ability to select a private room if one is available and affordable to you. Residents in shared rooms shall be afforded a choice of roommates and operators shall take all reasonable steps to accommodate a resident's expressed choice.

to decorate your room to taste in compliance with all applicable local and state fire and safety codes.

neither be restrained in any way nor locked in a room at any time.

A resident shall not be permitted, or obliged, to provide any operator or agent of the operator any gratuity in any form.

be permitted to engage in community life, including life outside of the facility, to the degree that you prefer and in full recognition of your safety.

to be afforded the right to control their own schedule and activities and have access to reasonably available foods of preference at any time.

In addition, law and requisition-
provide other protections.

All your rights and protections
are described in the Resident Rights and Protections pamphlet the operator gave you.
Factor prior to your admissions interview.

If you feel that any of these rights and protections are being violated you may file a complaint with the New York State Department of Health at:

Toll Free Complaint Hotline
1-866-693-6772

Capital District Regional Office
635 Central Avenue
Albany, NY 12202
Phone: (518) 408-4247

Central New York Regional Office
117 South John Street
Syracuse, NY 13202
Phone: (315) 477-4277

Western Regional Office
213 E. Main Street, 1st Floor
Rochester, NY 14607
Phone: (585) 473-6100

Metropolitan Area Regional Office
90 Church Street
New York, NY 10007
Phone: (212) 473-4440

EXHIBIT XVI.

OPERATOR PROCEDURES: RESIDENT GREIVANCES AND RECOMMENDATION

Grievance Procedure- Policy

Quail Summit shall assure us that a system is in place and available to promptly deal with complaints and or recommendations made by the resident, next-of-kin, or their designated representative.

It is the policy of Quail Summit that no written response and/or verbal discussion regarding a complaint will jeopardize confidential information pertaining to any resident of the facility.

To effectively represent the individual needs of the population served, all residents and family members or resident representatives are encouraged to freely express any complaints, grievances, and/or recommendations with our concern for discrimination retribution, coercion, or reappraisal, on behalf of their loved ones.

Grievance Procedure:

Admissions Director/
Case Manager

- I. Prior to and or upon admission, the resident and resident's Representatives will be informed of the grievance procedure and documentation of receipt of this information will be kept in the resident's files.

Administrator/
Designee

2. All staff will be informed of the complaint procedure, the Responsibility inherent in receiving a complaint, trained, and encouraged to always work with residents and families respectfully and to help or assist in any way possible. The Staff will be properly serviced on the Grievance/Complaint
3. Any complaint, verbal or in writing may be received by any Staff member the resident and/or family member feel comfortable with.
4. All complaints will be forwarded to the Case Manager for review and then forwarded to the Administrator.

Administrator

5. Will review all complaints and determine what staff and/or Discipline is appropriate for consideration and resolution of the problem.

Staff

6. Ensure that all written complaints will be investigated and replied to within fifteen (15) days.

Administrator

7. Reviews all written responses.

Administrator/
Case Manager

8. Preferably, resolutions or explanations will be given in person and verbally to the individual making the complaint by the Administrator/Case Manager.
9. Discussions and interviews with the complainant and others will occur as needed to resolve the issue.

**SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT**

This is an Addendum to a Residency Agreement made between Quail Summit
("the Operator"), _____ (the "Resident" or "You"), and
_____(the "Resident's Representative"), and
_____(the "Resident's Legal Representative") Such

Residency Agreement is dated _____

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

I. Special Needs Assisted Using Certificates

Quail Summit is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at 5102 Parrish Street Ext. Canandaigua NY 14424.

II. Request for and Acceptance of Admission

You have requested to become a Resident at this Special Needs Assisted Living Residence at Quail Summit, and the Operator has accepted Your request.

**SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT**

III. Specialized Programs, Staff Qualifications and Environmental Modifications.

Specialized services to be provided at Quail Summit include daily activities tailored to challenge Residents with dementia. The activities program is supervised by the Administrator.

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

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

Quail Summit is organized as a secured unit that is equipped with delayed egress doors to prevent wandering. Window openings are limited to prevent accidents and elopement. The entire facility is equipped with a sprinkler system throughout, emergency.

**SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT**

call bells in all resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for Resident safety. Secured outdoor recreational areas are also available for Residents to safely enjoy the outdoors. Quail Summit has its own dining room to allow for staff to accommodate Resident's needs and dining schedule preferences and variations.

IV: Addendum Authorization

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

Dated.....

(Signature of Resident)

Dated.....

(Signature of Resident's Representative)

Dated.....

(Signature of Resident's Legal Representative)

Dated.....

(Signature of Operator/Operator's Representative)

TEMPORARY RESIDENTIAL CARE ADDENDUM TO ADMISSION/RESIDENCY AGREEMENT

_____ "You" or "Resident" has required to stay at Quail Summit ("Community") until _____ (date). This Respite Stay is limited to no longer than 120 days in any 12 months. In connection with the Respite Stay, you and Quail Summit have entered Quail Summits Adult Care Facility Admission/Residency Agreement, a copy of which is attached to this addendum. Quail Summit holds the following licenses and certifications.

D Enriched Housing Program

D Special Needs Assisted Living Residence

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

1. During your Respite Stay, the rate you will be charged for each day of the Respite Stay will be \$_____ ("Daily Rate"), inclusive of all services that Quail Summit will provide to you.
2. During your Respite Stay, you may terminate your Respite Stay, this Addendum, and the Admission/Residency Agreement early by delivering to Quail Summits notice of termination at least three days prior to the date you intend to vacate your Room/Apartment. If you paid for the Respite Stay in advance and you elect under this Section to shorten the Respite Stay, Quail Summit will refund to you an amount equal to the amount you repaid minus the product of the number of days you stayed multiplied by your Daily Rate.
3. Quail Summit may also terminate your Respite Stay upon three days' written notice on the grounds set forth in the Termination procedure provided in the Admission Agreement.
4. After your Respite Stay expires, this Addendum shall expire and be of no further force and effect. You will continue to be bound by the terms of the Admission/Residency Agreement, including any payments that need to be made by the terms of that Agreement and which have not been made during the term of your Respite Stay.
5. Within 30 days prior to admission, you must provide a dated signed medical examination report which confirms to the Department Regulations (DSS-3122 or an approved substitute). Thereafter, you must have additional examinations considered necessary by your physician.
6. During the Term of your Respite Stay, the provisions of this Addendum supersede any provisions of the Admission/Residency Agreement that are inconsistent with this Addendum. All other terms in your Admission/Residency Agreement remain in full force and effect.
7. All Residents admitted under the Temporary Residential Care Addendum to the Admission/Residency Agreement shall receive the same emergency evaluation training as all adult home residents.
8. Only Residents appropriate for the level of care for which Quail Summit is licensed by the Department of Health to provide will be admitted to the Temporary Residential Care Program.

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

Signature of Community Representative

Title

Date

Signature of Resident

Date

Signature of Resident

Date

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

Signature of Responsible Person

Date