

EDENHEIGHTS OF OLEAN

RESIDENCY AGREEMENT

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RESIDENCY AGREEMENT

A. This agreement is made between Eden Heights of Olean Operating, LLC d/b/a Eden Heights of Olean, 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 161 South 25th Street, Olean, NY 14760 an Assisted Living Residence (the “Residence” or the “Community”) known as Eden Heights of Olean and as an Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence, and/or Special Needs Assisted Living Residence.

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

AGREEMENTS

I. Housing Accommodations and Services.

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

A. Housing Accommodations and Services

1. Your Room. You may occupy and use a private () or semiprivate () room or the room identified on Exhibit I.A.1., subject to the terms of this Agreement.

2. Common areas. You will be provided with unrestricted access to general purpose rooms at the Residence such as lounges and recreation rooms, 24 hours a day, 7 days a week. –You will be able to use the common areas at the Community between the hours of 9:00am and 8:00pm_ for scheduled group activities or unscheduled group or individual recreation.

Whenever a common area is temporarily unavailable for maintenance or administrative activities such as staff training, other common areas suitable for recreation will remain available for resident use.

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 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 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 nutritionally well-balanced meals per day and 3 snacks per day are included in Your Basic Rate. Our basic meals/snacks are prepared with no added salt. Snacks and drinks are available 24-hours per day and can be accessed through the resident care personnel throughout the evening and night hours after the dietary department closes. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: Consistent Carbohydrate Diet (CCD), regular, Ground Consistency and/or Pureed Consistency.
- 2. Activities.** The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet Your physical, social, and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.
- 3. Housekeeping.** The Operator will provide vacuuming, trash collection and general housekeeping services on a weekly basis or as otherwise needed in keeping with Your needs.
- 4. Linen Service.** (towels and washcloths; pillow, pillowcase, blanket, a minimum of two (2) bed sheets, bedspread; all clean and in good condition)
- 5. Laundry of Your Personal Washable Clothing.** The Operator is responsible for laundry of Your personal washable clothing at least once a week. An additional fee or supplemental fee may be charged for additional laundry services. The Operator is not responsible for dry cleaning, non-washable items, lost or damaged clothing or other personal articles unless loss or damage is due to the negligence or intentional acts of the Operator or its agents. For dry

cleaning or the cleaning of non-washable items, please contact the Case Manager to arrange pick-up and delivery with outside service providers.

- 6. Supervision on a 24-hour basis.** The Operator will provide appropriate staff onsite to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law 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 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.** Personal care services available to all ALR residents will include up to 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 resident's Individualized Services Plan (ISP). Personal care services provided in excess of 3.75 hours/week may require that the resident pay a higher monthly fee. Detailed fees are included in Exhibit III.C of this Agreement's rate or fee schedule.
- 9. Development of Individualized Service Plan.** An Individualized Service Plan will be developed to address the resident's needs. This plan will be reviewed and revised every six (6) months and whenever ordered by the Your physician or as frequently as necessary to reflect the Your changing care needs.

C. Additional Services.

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

D. Licensure/Certification Status.

A listing of all providers offering home care or personal care services under an arrangement with the Operator, and a description of the licensure or certification status of each provider is set forth in Exhibit 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

(1) Flat Fee Arrangements

Assisted Living Residences are permitted to charge for services on a flat fee basis, where all Basic Services in Section I.B are included in a single fee, or a tiered fee basis, where charges for Basic Services in Section I.B 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/residence operates with a tiered fee Basic Rate”.

The Resident, Resident’s Representative, Resident’s Legal Representative and/or the Guarantor agree that the Resident (*or other specified party*) will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I.B. of this Agreement (*the “Basic Rate”*). The Basic Rate as of the date of this agreement is

(\$ _____ per month) (\$ _____ per day).

The Basic Rate is based upon Your room type and the care that you need. The Basic Rate will change if you choose to move to a different room or your care needs increase or decrease.

(2) Tiered Fee Arrangements

Any “Tiered” fee arrangements, in which the amount of the Basic Rate depends upon the types of services provided, the number of hours of care provided per week for some type of service and the fees for each “tier” of care, are set forth in detail in Exhibit III.A.2. and made a part of the Agreement. Such Exhibit describes the types of services provided, the number of hours of care provided per week for such service, the fees for each “tier” of care, and describes who will be providing care, if other than staff of the Operator.

Second Occupant Fee. A spouse, family member, friend or any other individual of Your choosing may occupy Your Room with You, provided they are a resident of the Community. The Second Occupant must (1) meet all requirements for admission, (2) sign a separate residency agreement, and (3) pay the Second Occupant Fee and any applicable charges set forth in their residency agreement. If your Room is occupied by two residents and one resident later permanently vacates the Room, regardless of the reason, the remaining resident’s obligations under this Agreement shall continue in full legal force and effect and the remaining resident will have the option of (1) retaining the same Room at the single occupancy rate then in effect for the Room, or (2) terminating their residency agreement.

B. Supplemental, Additional or Community Fees

The Residency Agreement includes a description of supplemental and additional 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. See Exhibit III.B.

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's option. An additional fee can be charged if included in the fee schedule and selected by the resident. Any charges for supplemental fees by the Operator shall be made only for services and supplies that are actually supplied to the Resident. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident (*See section III.E*).

A Community fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Resident what the amount of the Community fee will be as well as any terms regarding refunds 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 the Residence, or to reject the Community fee and thereby reject residency at the Residence.

The amount of the one-time community fee is \$ _____.

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

You are charged for the day of admission up through and including the day of discharge (Discharge Date). If all furnishings and personal belongings have not been removed from the room at the Community, the Resident's belongings may be removed and held in trust and the Resident may be charged for storage.

C. Rate or Fee Schedule

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

D. Billing and Payment Terms

1. Payments are due on the first (1st) day of the month and shall be delivered to the Executive Director or Business Office Manager at 161 South 25th Street, Olean, NY 14760. Any payments RECEIVED by the Community after 5 p.m. on the fifth (5th) day of the month when due, or any outstanding balance, will incur a late charge of 1.5%. The Resident or Responsible Party, if any, shall have the right to contest that there has been late payment or that such sums are actually due under this Agreement and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties. Upon admission, each Resident, their Representative, Legal Representative or Guarantor will pay the first month's Total Monthly Rate, and the non-refundable Community Fee, if not paid in advance. The second month's invoice will account for any necessary pro-rated days.
2. 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 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 forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions except in the following circumstances:
 - a) If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement.
 - b) If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written notice.

- c) In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.
2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator, once You have been admitted as a resident. The Community Fee is non-refundable.

F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is equal to Your current Basic Rate per month. (The total of the daily rate for a one-month period may not exceed the established monthly rate.) The length of time the space will be reserved is indefinite as long as the Basic Rate continues to be paid in full and on-time and all other terms and conditions of this Residency Agreement are complied with. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space, but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of Your discharge, but in no case more than three (3) business days after Your discharge, the Operator must provide You, Your Resident Representative or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence, a check for the outstanding balance of any advance payments on the basis of a per diem proration, if any, and property or things of value held in trust or custody by the Operator under Section IV. 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.

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

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

V. Transfer of Funds or Property to Operator

If You wish to voluntarily transfer money, property, or things of value to the Operator upon admission or at any time following admission and during Your residency, and the Operator has agreed to accept such transfer, the Operator must enumerate the items given or promised to be given and attach to this agreement a listing of the items given 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 for 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

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

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

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

You must complete the following:

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

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

I do not receive either SSI or SNA funds _____

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

X. Admission and Retention Criteria for an Assisted Living Residence

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident’s Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. The Operator shall not exclude an

individual on the sole basis that such individual is a person who primarily uses a wheelchair for mobility and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. and with the provisions of those sections.

2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.
4. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the “Enhanced Assisted Living Residence Addendum” will apply.
5. If You are being admitted to a Special Needs Assisted Living Residence, the “Special Needs Assisted Living Residence Addendum” will apply.
6. If You are residing in a “Basic” Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.
7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who: (a) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (b) chronically require the

physical assistance of another person to walk; (c) chronically require the physical assistance of another person to climb or descend stairs; or (d) have chronic unmanaged urinary incontinence.

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

XI. Rules of the Residence

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

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

- A. You, or Your Resident or Legal Representative, and/or Guarantor, if applicable, to the extent specified in this Agreement, are responsible for the following:
 1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
 2. Supply of personal clothing and effects.
 3. Payment of all medical expenses including transportation for medical purposes, except when payments is available under Medicare, Medicaid or other third party coverage.
 4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
 5. Informing the Operator promptly of changes 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. The Resident agrees to obey all reasonable rules of the Community and to respect the rights and property of the facility and other residents.

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

Sections 1 through 7 above.

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

Sections 1 through 7 above.

D. The Resident's Guarantor, if any, shall be responsible for the following:

Sections 1 through 7 above.

XIII. Termination and Discharge

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

1. By mutual agreement between You and the Operator;
2. Upon 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 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:

- I. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment

resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.

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

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, which must be at least 30 days after delivery of notice, and include 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 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.

The Resident and/or Responsible Party, if any, shall hold the Operator harmless from and indemnify the Operator for any final judgment of a court of competent jurisdiction, by reason of Resident's negligence or improper use or care of the Community's or others' property and/or failure of Resident and/or Responsible Party, if any, to comply with any of the terms and conditions of this residency agreement as determined by a court of competent jurisdiction; provided however, the preceding language shall not be construed as a waiver of the Resident's right to maintain an action for breach of the warranty of habitability or breach of this residency agreement, nor shall it be deemed a waiver of the Resident's right to manage his/her financial affairs or right to express grievances, and You and the Responsible Person, if any, retain any and all rights under law and equity, to contest the imposition of any such costs and fees, and to assert any claims they would have against the Operator for damages, losses, liabilities, obligations, property damages or other expenses of any type (including court costs and attorney fees) as ordered by a court of competent jurisdiction resulting from, arising, out of or related to, the acts or omissions of the Operator or its employees, agents or contractors.

XIV. Transfer

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

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

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

If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been transferred. For residents admitted to the Special Needs Assisted Living Residence or who have a guardian appointed, services will be made to the resident's representative or next of kin by certified mail, with a copy to the resident by certified mail.

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

XV. Resident Rights and Responsibilities

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

XVI. Complaint Resolution

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

The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' organization that addresses the same. Complaint handling is a direct service of the Long Term Care Ombudsman Program. The Long Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

XVII. Miscellaneous Provisions

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

XVIII. Miscellaneous Responsibilities and Supplemental Services and Supplies

1. This Residency Agreement guarantees that charges for supplemental services and supplies shall be made only at the Resident's option and only for services and supplies actually provided to the Resident.
2. Neither the Community, the Operator, nor their employees, shall be liable for loss, expense, or damage to any person or property, unless due to its/their negligence or deliberate acts.

3. In the event that any portions of this residency agreement are held to be unenforceable or invalid by any court of competent jurisdiction, then the validity and enforceability of the remaining portions shall not be affected.
4. Subject to applicable laws and regulations, delay or failure on the part of the Community or Operator to bring any action or enforce any rights as against the Resident and/or Responsible Party, if any, shall not be a waiver of the Community's or Operator's rights.
5. This Residency Agreement is binding on the Operator and Resident and Responsible Party, if any, and their heirs, distributees, executors, administrators, successors and lawful assigns, and such obligation applies, if at all, to the extent permitted by law.

XIX. Access to Your Room

The Community's staff may enter the Resident's room at reasonable times and for reasonable purposes, including inspection, maintenance and other services described in this residency agreement.

1. Prior to entering a resident's room, every effort will be made to notify a Resident that a Community employee will enter or has entered their room for non-routine events and emergency purposes. In addition, the Community is licensed as an Adult Home by the New York State Department of Health and, as such, a duly authorized agent of the New York State Department of Health may, after providing proper identification and stating the purpose of his or her visit, enter and inspect the entire Community, including Resident's room, at any time without advance notice.
2. You may not change any lock or add any locking device to your room. You may not make any structural or physical changes to your room.

(signature page follows)

XX. 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)

Day & Night Telephone #'s & e-mail address

Dated: _____

(Signature of Resident's Legal Representative)

Day & Night Telephone #'s & e-mail address

Dated: _____

(Signature of Operator or the Operator's Representative)

XXI. Personal Guarantee of Payment (Optional)

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

I, _____ personally guarantee payment of charges for Your Basic Rate.

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

Signature of Guarantor _____

Name of Guarantor _____

Address of Guarantor _____

Telephone Number of Guarantor _____

E-Mail Address of Guarantor _____

Date: _____

XXII. Guarantor of Payment of Public Funds (Optional)

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

(Date)

(Guarantor's Signature)

Guarantor's Name (Print)

EXHIBIT I.A.1.

IDENTIFICATION OF ROOM

As of the date of Your admission, Your room will be _____,

private

shared

deluxe private

private - memory care

EXHIBIT 1.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

When not provided by the Resident, the following will be provided and maintained by the facility:

- (i) a standard single bed, well-constructed, in good repair, and equipped with:
 - (a) clean springs maintained in good condition;
 - (b) a clean, comfortable, well-constructed mattress, standard size for the bed;
and
 - (c) a clean comfortable pillow of average bed size.
- (ii) a chair;
- (iii) a table;
- (iv) a lamp;
- (v) lockable storage facilities, which cannot be removed at will, for personal articles and medications;
- (vi) an individual dresser and closet space for the storage of resident clothing.
- (vii) two sets of sheets, pillowcase, at least one blanket, a bedspread, towels and washcloths, soap and toilet tissue;
- (viii) a hinged, lockable entry door; and
- (ix) in the case of a shared bathrooms, hinged, lockable door to ensure privacy.

EXHIBIT 1.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

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

Items not allowed include:

- a. Throw rugs
- b. Extension cords
- c. Electric Blankets or any heated item
- d. Space heaters
- e. Coffee makers, toasters, small appliances
- f. Weapons

EXHIBIT I.C.

ADDITIONAL SERVICES. SUPPLIES OR AMENITIES

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

<u>ITEM</u>	<u>BASIS FOR THE ADDITIONAL CHARGE</u>
Dry Cleaning	<input type="checkbox"/> Retail Pricing _____
Professional Hair Grooming	<input type="checkbox"/> Retail Pricing or Posted Price List _____
Personal Toilet Articles (ex. gloves)	<input type="checkbox"/> Retail Pricing _____
Commissary Goods	<input type="checkbox"/> Retail Pricing _____
Extraordinary Activities Supplies	<input type="checkbox"/> Retail Pricing _____
Special Cultural Events	<input type="checkbox"/> Retail Pricing _____
Laundry (more than once per week)	\$24.00 per time
One-on-One (if available) supervision*	\$75.00 per hour

*If the facility does not have adequate staff for a One-on-One supervision due to behaviors, the family will need to find a companion service at their personal expense or a volunteer to stay with the Resident until a safe alternative is reached.

Transportation

Medical (except where payment is available under Medicare, Medicaid or third party coverage) \$50.00**, local only (within 10 miles of the facility)

***MINIMUM CHARGE OF \$50.00 PER TRIP, AS PER ADMISSION AGREEMENT.*

TRIPS OVER TWO (2) HOURS WILL BE CHARGED AN ADDITIONAL \$10.00 PER HALF HOUR.

Residents must be able to travel independently

Recreational	<input type="checkbox"/> Retail Pricing, when required _____
Long Distance Telephone Calls	<input type="checkbox"/> Verizon pricing _____ <input type="checkbox"/> Retail Pricing _____

Basic Cable Television in Room

- Spectrum Pricing _____
- Retail Pricing _____

Community Fee

Equal to one month's rent – See Exhibit III C

Resident's Signature

Date

Resident's Representative Signature

Date

Operator or Designee's Signature

Date

EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

At this time there are no providers offering home care or personal care services under any arrangement with the Operator.

EXHIBIT II

DISCLOSURE STATEMENT

Eden Heights of Olean Operating, LLC (“The Operator”) as operator of *Eden Heights of Olean* (“The Residence”), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit XLI of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate at *161 South 25th Street, Olean, NY 14760*, an Assisted Living Residence as well as an Adult Home. The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and/or Special Needs Assisted Living Residence. These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met. The Operator is currently approved to provide:
 - a. Enhanced Assisted Living services for up to a maximum of 20 persons.
 - b. Special Needs Assisted Living services for up to a maximum of 20 persons.
3. The Community accepts both private pay funds and long term care insurance. 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.
4. (a) See EALR #1 for a list of the needs/conditions that The Operator is able to serve and accommodate under its Enhanced Assisted Living Certification and SN #1 for a list of the needs/conditions that the Operator is able to serve and accommodate under its Special Needs Assisted Living Certification.

- (b) The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services and/or Special Needs Assisted Living programs.
- (c) **It is important to note that The Operator is currently approved to accommodate within the Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the numbers of persons stated above.** If You become appropriate for Enhanced Assisted Living Services or Special Needs Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living unit (or program). If however, such units are at capacity and there are no vacancies, the Operator will assist You and Your representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements. If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Community, it may be necessary for You to change your room within the Community.
5. The owner of the real property upon which the Residence is located is Olean Holding LLC. The mailing address of such real property owner is: *Premier Senior Living Group, LLC, 445 Park Avenue, Suite 906, New York, NY 10022*. The following individuals are authorized to accept personal service on behalf of such real property owner: *Wayne Kaplan and Paula Borsody, 161 South 25th Street, Olean, NY 14760*.
6. The Operator of the Residence is *Eden Heights of Olean Operating, LLC*. The mailing address of the Operator is *161 South 25th Street, Olean, NY 14760*. The following individuals are authorized to accept personal service on behalf of the Operator: *Wayne Kaplan or Paula Borsody, 161 South 25th Street, Olean, NY 14760*.
7. List any ownership interest in excess of 10% on the part of the Operator or any ownership interest in excess of 10% on the part of any entity which provides care, material, equipment or other services to Residents of the Residence (whether a legal or beneficial interest): *None*.

8. Residents may receive services from service providers with whom the operator does not have an arrangement.
9. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
10. The facility accepts both private pay funds and long-term care insurance; and 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.
11. 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.
12. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. *716-817-9222 or 1-844-527-5509* is the Local LTCOP telephone number. The NYSLTCOP web site is <http://www.ltombudsman.ny.gov>

EXHIBIT III.A.2

TIERED FEE ARRANGEMENTS, LEVELS OF CARE & SCORES AND LEVEL OF CARE TOOL

This Community charges a monthly basic rate for accommodations (which includes room, board and a minimum of 3.75 hours per week of assistance with personal care, medication management, housekeeping services, linens, activities), and a level of care fee based on the needs of each resident. The services provided and fees for each “level of care” are set forth below. If a resident moves to a higher level of care, charges associated with the higher level (and prorated to the actual days in the higher level of care for periods of less than one month) will be assessed commencing with the first date the resident receives the services associated with the higher level of care. The cost of each level is outlined in Exhibit III.C - Rates and Level of Care Fee Schedule. Written notification of any increase in the amounts charged for the established levels of care, or a change in the level of care structure will be made by E- mail, telephone conference or Certified Mail to the resident, the resident’s representative and/or the resident’s legal representative. Any changes in fees will be reflected during the next monthly billing cycle following notification. at least forty-five (45) days in advance of the change or increase taking effect.

Residents will be assessed upon admission, thirty (30) days after admission, quarterly and as often as a change of condition warrants, all in consultation with the Resident’s physician. The Resident will be assessed by the Case Manager, Administrator or Wellness Director utilizing the Level of Care Tool, a copy of which will be provided to the Resident and/or the Resident’s Representative.

Documentation of the results of such assessments become part of the Resident’s permanent record.

All Levels of Care (Tiers) below include assistance provided for services in addition to the Basic Rate including a minimum of 3.75 hours per week of assistance with personal care and medication management. Services that would require additional staff, time or a licensed nurse to perform would require resident to be in EALR.

The levels and scores are as follows:

LEVEL OF CARE:

Care Level I (Basic Rate Services) For scores from 1-10 points
Assistance for an individual that requires **intermittent** assistance with Activities of Daily Living (ADLs): grooming, bathing, dressing, toileting, and medication management (self-administration), which is included a minimum of 3.75 hours of per week of assistance with personal care and medication management.

Care Level II For scores from 11-20 points
Assistance for an individual that requires **continual** assistance with Activities of Daily Living (ADLs): eating (cut up food and set up for bathing, dressing, grooming, and medication management (self-administration).

Care Level III For scores from 21-30 points
Assistance for an individual that requires **total** assistance with Activities of Daily Living (ADLs): hands-on bathing, dressing, grooming, toileting/urinary incontinence management, medication management (self-administration), one person assistance with transferring and intermittent push orders for wheelchair assistance.

Care Level IV (EALR Placement) For scores from 31-40 points
All of the services provided in Care Level III PLUS daily services for unmanaged urinary incontinence, including two-person assistance with transferring and ambulation.

LEVEL OF CARE TOOL

Level of Care Evaluation

Resident Name _____

Completed Date _____

Completed By: _____

Total Score _____

Level of Care Tool Key (See also 20. below for Levels of Care by score)	
(a)	No or minimal staff involvement in this task is required (Basic Rate Services)
(b)	Resident needs verbal direction
(c)	Hands on assistance from a single care giver for set up, is present to hand toiletries to the Resident while bathing, requires a staff person to bring the Resident to the bathroom, will assist with ambulation (in an EARL /SNARL setting only)
(d)	All services in Care Level III plus diabetic care or that which requires a license nurse (EALR Placement)

Reason for Assessment: (*circle one*)

(a) Initial Assessment

(c) Change of Condition

(e) Annual Assessment

(b) 30-day Assessment

(d) Quarterly Assessment

Daily Living Activities

1. Dressing (*circle one*)

(a) Independent (0) pt

(b) needs/receives clothing and toiletry set up (2 pt)

(c) needs/receives assist of one to dress (3 pt)

(d) needs constant supervision with dressing (EALR) (4 pt)¹

2. Grooming (*circle one*)

(a) Independent (0) pt

(b) needs/receives grooming set up (2 pt)

(c) needs/receives assist of one for grooming (3 pt)

(d) needs/receives constant supervision and hands-on assist while grooming, including shaving (EALR) (4 pt)¹

3. Bathing (*circle one*)

(a) Independent (0) pt

(b) needs/receives bathing set-up; independent in bathing (2 pt)

(c) needs/receives assist of one for bathing; hands-on to bathe (3 pt)

(d) needs/receives constant supervisor and hand-on assist while bathing (EALR) (4 pt)¹

¹ Increases in assistance may indicate a change of condition requiring a health evaluation to determine appropriateness of continued residency.

4. Eating (*circle one*)
 - (a) Independent (0) pt
 - (b) needs/receives cues (2 pt)
 - (c) special diet (0 pt) (See also Exhibit I.C.- Additional Services, Supplies or Amenities)

5. Bed Mobility (*circle one*)
 - (a) Independent (0) pt
 - (b) requires bed mobility supervision (1 pt)
 - (c) occasionally needs/receives assist to sit (2 pt)
 - (d) needs/receives assist with turning, repositioning, and/or transferring (EALR) (3 pt)
 - (e) assist of 2 or repositioning every 2-3 hours (4 pt) as applicable licensure (EALR)¹

6. Ambulation (*circle one*)
 - (a) Independent (0) pt
 - (b) requires occasional assist or verbal reminders with ambulation: (0 pt)

 - (c) requires occasional assistance with the use of an assistive device, including wheelchair set-up describe (1 pt) _____
 - (d) requires consistent verbal reminders to meals and events (2 pt)
 - (e) requires escort while walking to means and activities (EALR) (4 pt) as applicable licensure²

7. Toileting (*circle one*)
 - (a) Independent (0) pt
 - (b) requires assistance with ordering supplies (1 pt)
 - (c) requires occasional reminders and help scheduling (2 pt)
 - (d) on toileting schedule (3 pt)
 - (e) requires complete assistance with changing, including scheduling, and cuing (EALR) (4 pt)

8. Vision (*circle all that apply*)
 - (a) Resident wears glasses
 - (b) eye glasses cleaning-requires assist to manage (included with grooming)
 - (c) difficulty seeing print
 - (e) difficulty seeing obstacles in path
 - (f) no functional vision no impairment
 - (g) not determined

9. Hearing (*circle all that apply*)
 - (a) Resident has hearing aids
 - (b) no impairment
 - (c) difficulty at level conversation
 - (d) hears only loud sounds
 - (e) requires assist with hearing aids (2 pt)
 - (f) no functional hearing
 - (g) not determined

10. Communication (*circle one*)
 - (a) communicates needs
 - (b) communicates needs with difficulty
 - (c) communicates needs non-verbally
 - (d) does not/cannot communicate needs

11. Transferring (*circle all that apply*)
 - (a) Independent (0) pt
 - (b) needs/receives cues (1 pt)
 - (c) needs/receives intermittent physical assist of one (2 pt)
 - (d) needs/receives constant assist to transfer and must be able to ask for assistance, as licensure allows² (EALR) (3 pt)

¹ This may prevent the Resident from receiving services in our facility.

12. Behavior (*circle all that apply*)¹
- (a) requires no interventions (0 pt)
 - (b) needs/receives intervention/cues and responds to cues (1 pt)
 - (c) needs/receives regular intervention/re-direction; resistive but responds to re-direction (2 pt)
 - (d) needs/receives behavioral management/intervention; potential for disruptive behavior, verbal abuse (3 pt)
 - (e) wanders but not at risk for elopement (4 pt)
 - (f) wanders and is at risk for elopement (SNALR) (5 pt)
 - (g) needs/receives temporary 1:1 supervision – ancillary charge outlier as needed
13. Transportation (*circle one*)
- (a) drives or uses public transportation independently.
 - (b) unable to make arrangements, needs assistance. (3pts)
 - (c) does not travel outside without one-on-one and/or family supervision.
14. Activities (*circle one*)
- (a) Independent
 - (b) occasional verbal reminders.
 - (c) needs to be escorted to activities.
 - (d) needs to be encouraged to participate in activities.
 - (e) refuses to attend group activities. May become anxious in large groups. Prefers 1:1 social interaction.
15. Care Intervention (*circle all that apply*)
- (a) Independent
 - (b) occasional nighttime checks, i.e., within the first 30 days of move-in, during periods of illness.
 - (c) daily nighttime checks; occasional assistance with phone system.
16. Medication Management (*circle one*)²
- (a) Independent (0 pt)
 - (b) requires oversight of self-medication and ordering of medication and/or supplies. (See also Exhibit I.C. – Additional Services, Supplies or Amenities)
 - (c) monitor glucometer and injection schedule (EALR)
 - (d) medication administration and diabetic management, as applicable licensure³ (EALR)
17. Signature of Facility Assessor and Date _____
18. Physician's Signature and Date (if applicable) _____
19. Physician's Signature and Date (if applicable) _____
20. Level of Care (*circle one*)
- (a) Level 1: 1-10 points (b) Level 2: 11-20 points (c) Level 3: 21-30 points (d) Level 4: 31-40 points; (e) >41 points

¹ Increases in such behaviors may indicate a change of condition requiring a mental health evaluation to determine appropriateness of continued residency.

² Passing and distributing medication is included in the Monthly Rate.

³ This may prevent the Resident from receiving services in our facility.

EXHIBIT III.B

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

This Community, Eden Heights of Olean, charges a one-time fee to be collected prior to or upon admission called a Community Fee. The Community Fee helps defray the expense of additional services and amenities not required by law, including but not limited to: internet access, upkeep and maintenance of the Community's coach bus for transportation to community based activities, private dining room, library, and outdoor courtyard with barbeque. This fee is equal to the Resident's first month's rent and is non-refundable except as outlined below:

The Community Fee is non-refundable.

Per regulation, the day of admission and the day of discharge are included in the calculation of number of days.

EXHIBIT III.C

EDEN HEIGHTS OF OLEAN

RATES AND LEVEL (TIER) OF CARE FEE SCHEDULE

This statement is a part of the Residency Agreement, All Basic Rate housing and accommodation fees include 3.75 hours of personal care assistance per week and medication management, including assistance with Self-administration of medication. Residents who want to self-manage medications must be evaluated for safe self-administration and have a physician order. Payment for Basic Rate housing and accommodations are as follows:

ACCOMMODATIONS:

Room Style	Size	Monthly Rate Assisted Living	Monthly Rate Memory Care
Shared Room	290 square feet	\$3,780	--
Private Room	336 square feet	\$4,753	--
Deluxe Private Room	336 square feet	\$5,194	--
Private Room – Memory Care	290 square feet	--	\$7,096

LEVEL OF CARE FEES¹ Under the basic ALR agreement (not EALR services indicated in EALR Addendum) are as follows (In addition to Accommodations):

- Care Level I (Basic Rate Services)² \$ 500.00 per month
- Care Level II \$ 750.00 per month
- Care Level III \$ 1,200.00 per month
- Care Level IV (EALR Placement) \$ 2,000.00 per month

MEMORY CARE under SNALR certification:

Memory Care is all-inclusive under Care Levels I through IV at Monthly Rate (see SNALR Addendum):

ENHANCED ASSISTED LIVING CARE³ under EALR certification (see EALR Addendum):

- In Addition to Any/All Above Charges \$2,000.00 per month under Care Level IV

¹ See Exhibit III.A.2 for a description of services under each level.

² Includes 3.75 hours of per week of assistance with personal care and medication management.

³ The Resident pays Basic Rate plus the appropriate Level of Care Fee based on the services required. See Section III.A.2 and Exhibit III.A.2. Additional EALR fee of \$2,000 per month is assessed only if services outlined in the EALR Addendum are required.

OTHER (Specify):

Diabetic care \$500.00 per month
Residents requiring blood glucose testing, including injections that require a licensed professional, Freestyle Libre care, or any service that requires a Clinical Laboratory Improvement Amendment (CLIA) waiver will fall under Enhanced Care. A CLIA Waiver is a certification that allows a facility to legally examine a person through waived tests in order to assess health, diagnosis or determine treatment. Waived tests are those tests that are determined by CDC or FDA to be so simple that there is little risk of error. Some testing methods for glucose and cholesterol are waived. Resident will only be charged for diabetic care under a CLIA waiver if they are residing in ALR and do not need Enhanced Care. If Resident requires Enhanced Care, they will pay the enhanced fee only and not an additional \$500.00.

Any service covered under the Enhanced License. See Enhanced Assisted Living Residence Addendum to Residency Agreement and EALR #1 thereto.

Community Fee (one-time fee) \$ _____

Total amount due at move-in: \$ _____

_____ q _____

NOTE: Monthly charges are prorated for partial months by multiplying the full monthly rate times twelve months, dividing by 365 days and multiplying by the number of days of service for the month, including the day of admission and/or the day of discharge.

Resident's Signature

Date

Resident's Legal Representative Signature

Date

Operator or Designee's Signature

Date

EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

INVENTORY OF RESIDENT'S PROPERTY

			FACILITY Eden Heights of Olean	
			RESIDENT'S NAME	INVENTORY DATE
ITEM	QUANTITY	ESTIMATED \$ VALUE	DESCRIPTION	
RESIDENT'S SIGNATURE		DATE	AUTHORIZED FACILITY REPRESENTATIVE SIGNATURE	DATE

EXHIBIT XI

RULES OF THE RESIDENCE

THE EDEN HEIGHTS OF OLEAN RULES AND REGULATIONS

- Residents are required to participate in fire drills at least once in each calendar quarter and are required to participate in a total evacuation of the building at least once per year.
- Eden Heights of Olean is a SMOKE FREE building. No Smoking is allowed anywhere in the community. Residents are not allowed to have cigarettes, matches or lighters in their possession at any time.
- The use of candles is prohibited in the facility – electric candles may be used as desired.
- No perishable food is allowed in rooms – unless stored in a proper container such as a cookie tin or covered plastic bowl.
- Courtesy during meals is important to Staff members as well as tablemates and other residents.
- When a Resident is leaving the facility, we prefer he/she be accompanied by a family member, friend or staff member, and he/she signs out in the visitor log **as well as** in the wellness room.
- If a Resident is going to be out of the facility, it is essential to inform the supervisor of your estimated time of return.
- Coffee, Tea and Snacks are available 24 hours a day. Please dispose of empty containers properly.
- Alcoholic beverages are not to be kept in Residents' rooms.
- The Staff handles residents' personal laundry. Please have your laundry bag with your name clearly visible in your room.
- Residents are not permitted in the Kitchen. We request that you remain seated at mealtimes in order to avoid accidents while being served.
- All Residents' Visitors must sign in and sign out in the logbook located near the Front Entrance before entering the community and the elevator.
- Absolutely no tipping is allowed.
- All scooters must remain outside the dining room. See Exhibit XXIII – Power Assisted Devised Addendum.

At no time can a Resident who requires staff medication administration have any medication in their possession or room. This includes medicated topical treatments, vitamins, OTC pain relievers, eye drops, and "homeopathic" medications. Any Resident who is requesting to self-administer medications must have a doctor's order and pass a monthly self-medication evaluation. The doctor's order must be updated every 6 months as per policy. All Residents that self-administer medications must be competent, not have a diagnosis of Dementia or Alzheimer's disease and be physically able to self-administer medications. The Resident must always keep an up-to-date medication list on file

with the clinical department. The Resident must be able to order their own medications or ask the Case Management or Wellness Department to assist with Resident ordering medications.

- and keep all their medications locked in their room. If the Resident self- administers a controlled substance, they must keep their medications under a double locking system. There is no vaping allowed.

Your cooperation in these matters will be greatly appreciated. This is your home. Please help us keep it lovely and abide by the rules and regulations for your own well-being and safety.

EXHIBIT XV

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN
ASSISTED LIVING RESIDENCES

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

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

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

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

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

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

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

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

(H) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE COURTEOUS, FAIR AND RESPECTFUL CARE AND TREATMENT AND A WRITTEN STATEMENT OF THE SERVICES PROVIDED BY THE RESIDENCE, INCLUDING THOSE REQUIRED TO BE OFFERED ON AN AS-NEEDED BASIS;

(I) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE OR TO SEND PERSONAL MAIL OR ANY OTHER CORRESPONDENCE WITHOUT INTERCEPTION OR INTERFERENCE BY THE OPERATOR OR ANY PERSON AFFILIATED WITH THE OPERATOR;

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

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

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

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

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

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

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

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

EXHIBIT XVI

OPERATOR PROCEDURES:

RESIDENT GRIEVANCES AND RECOMMENDATIONS

THE RIGHT TO VOICE COMPLAINTS, GRIEVANCES AND SUGGESTIONS ABOUT THE COMMUNITY'S OPERATIONS

We at Eden Heights of Olean, encourage all Residents and Family Members to express their concerns about the community and to suggest remedies or improvements in its policies and service. Eden Heights of Olean will try to be responsive to reasonable concerns and suggestions. We also encourage Residents and Family Members to let Staff know when services and policies are satisfactory and should continue unchanged.

PROCEDURE:

Eden Heights of Olean's employees are expected to listen courteously and respectfully to complaints. Resident grievances and recommendations will remain confidential. If employees are able to do so, they will attempt to explain the reason for the procedure or incident in question. If you are not satisfied, employees will explain the Community's steps for making a complaint, which are as follows:

1. Discuss the concern or complaint with the appropriate Department Head or with the Case Manager. If there is no resolution to the matter or you do not feel comfortable discussing the matter with the above please...
2. Discuss the concern or complaint with the Executive Director of the community. If there is no resolution to the matter or you do not feel comfortable discussing the matter with the Executive Director please...
3. Discuss the concern or complaint with the President of the Family Council.

You may also air grievances through the Resident Council or Family Council Meetings or by dropping a note in the Suggestion Box located near the entrance to the Administrative Offices or leaving it with the Case Manager. If a grievance is received anonymously, it will be reviewed and discussed at the next Resident Council and Family Council Meeting. All grievances will be addressed within 7 days by either the Department Head or Executive Director, and a response to Resident will be given within said 7 days. The Operator shall assure that any complaints, problems or issues reported by the residents' organization to the designated staff person or administration be addressed, and that a written report addressing the problems, issues or suggestions be sent to the organization.

At no time will any employee of the Community take an improper action against a Resident for making a complaint, whether or not the complaint is valid. The Community will consider dismissing any employee who is found to be threatening, ignoring, humiliating or discriminating against the Residents who voice complaints.

Whenever any employee observes what appears to be a violation of Resident Rights or a violation of any of the Laws and Regulations under which the Community must operate, whether or not a Resident has actually voiced a complaint, the employee is immediately expected to correct the situation if possible. If the employee is unable to do so, he/she is to bring the problem to the attention of the Executive Director who will ensure corrective action and, when required, notify authorities.

EXHIBIT XVII

Eden Heights of Olean

OPTIONAL MEDICATION RE-ORDERING RESPONSIBILITY FORM

Date

Dear: _____
Resident's Representative

This letter is to confirm that you wish to take full responsibility for re-ordering medication(s) for _____ ("Resident").

Please be advised that if medication is not received by us when needed, the Wellness Department will order the medications from our preferred pharmacy. You will then be billed for this medication at the pharmacy cost. Purchases made by Residents from any pharmacy are voluntary. No medication is allowed to be brought into the facility without a doctor's order and a list of medication provided by the family or responsible party must be kept up to date and provided to the Resident Care Department.

Sincerely,

Eden Heights of Olean Representative

I have read the above statement and agree to its conditions. I am aware that I will be responsible for payment should I not provide the medication prior to administration time.

Resident's Name

Resident Representative's Signature

Address

Telephone #

EXHIBIT XVIII

Eden Heights of Olean

PHOTO WAIVER

I, _____, do ___ do not ___ give Eden Heights of Olean (the “Community”) permission to use photographs or videos taken of me while I am a Resident at the Community. I understand that these may be used for public relations, presentation and promotional purposes and to help others in the community better understand the concept and purpose of assisted living. I understand that I will receive no compensation if any of the photographs or videos is used by Eden Heights of Olean.

I do ___ do not ___ give The Community permission to release my photo to the local authorities and news media in the event that I cannot be located by staff members at the facility.

I do ___ do not ___ give The Community permission to use my photo for identification purposes within the Community.

Eden Heights of Olean

Resident or Responsible Party, if any

Signature

Signature

Title

Print Name

Date

Date

EXHIBIT XIX

Eden Heights of Olean

OMBUDSMAN FACT SHEET

Dear Resident and Family,

We would like you to know that there is a person on our premises called an “Ombudsperson” who can be helpful to you should you have any concerns or complaints which are not handled directly through our community’s channels. Ombudspersons are advocates, who are well-trained state certified citizen representatives. They are part of a large program in New York operated by the New York State Office of the Aging.

Ombudspersons can assist you in various ways to help protect your rights, give expression to your views and take you through the process of recognizing, validating and resolving your issues.

Observe	Listen	Communicate	Educate
Plan	Facilitate	Mediate	Broker
Troubleshoot			

They Are There For You!

The name and phone number of your Ombudsperson is posted in our community. When the Ombudsperson is not in the adult home, he or she can be reached through the:

OMBUDSERVICE PROGRAM

Local Office – 716-817-9222 or 1-844-527-5509

New York State Office of the Aging – [1-844-697-6321](tel:1-844-697-6321)

EXHIBIT XX

LEGAL & ADVOCACY SERVICES

If you feel that any of your rights and protections are being violated, you may file a complaint with the NYSDOH Office of Health Systems Management, Division of Home and Community Based Care at:

Toll Free 1-866-893-6772

Or contact the following offices directly:

Capital District Regional Office
NYS Department of Health
875 Central Ave
Albany, NY 12206-1309
Phone: (518) 408-5287

Metropolitan Area Regional Field Office
NYS Department of Health
90 Church Street, 15th Floor
New York, NY 10007
Phone: 212-417-4440

Western Regional Office
NYS Department of Health
335 Main Street, 1st Floor
Rochester, NY 14604
Phone: 585-423-8185

Central New York Regional Office
NYS Department of Health
217 South Salina Street, 4th Floor
Syracuse, NY 13202
Phone: 315-477-8472

EXHIBIT XXI

NOTICE OF SMOKING FACILITY STATUS

This document is to inform all new admissions that Eden Heights of Olean is a NON-smoking facility. We require that you sign the space provided below so that we may know that you are aware of your policy.

Eden Heights of Olean

Resident or Responsible, if any

Signature

Signature

Title

Print Name

Date

Date

EXHIBIT XXII.

POWER ASSISTED DEVICES ADDENDUM

Residents who utilize a powered assistive device such as a powered wheelchair or scooter will be observed prior to admission to determine if the Resident is able to safely transfer on and off the device for safe mobility in the environment and store it in their unit, plugged in and not obstructing egress. The observations of function with the device will be recorded on the Powered Mobility Device review form which is conducted as part of the pre-admission determination process.

Additional observation may be done post-admission and during residency as needed to validate that the Resident remains able to safely use the device. In the event any changes are noted the Resident will be referred to therapy for evaluation.

Signature of Resident

Date

Signature of Responsible Party

Date

**ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT**

This is an addendum to a Residency Agreement made between Eden Heights of Olean Operating LLC d/b/a Eden Heights of Olean, the "Operator" or the "Community",

(the "Resident" or "You"),

(the "Resident's Representative", if any)
and _____ (the "Resident's Legal Representative", if any). Such Residency Agreement is dated _____.

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

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Eden Heights of Olean, located at 161 South 25th Street, Olean, NY 14760

II. Physician Report

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

- a. Your physician has physically examined You within the last month prior to Your admission into this Enhanced Assisted Living Residence; and
- b. You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

APPROVED BY DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE NYSDOH REGIONAL OFFICE INITIALS <u>SW</u> DATE <u>11 / 7 2023</u>
--

III. Request for and Acceptance of Admission

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

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as EALR # 1 and made a part of this Agreement is a written description of:

- Services to be provided in the Enhanced Assisted Living Residence;
- Staffing levels;
- Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence; and
- Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Residence.

V. Aging in Place

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

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

If You reach the point where You are in need of 24 hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, the Operator will initiate proceedings for the termination of this Agreement and to discharge You from residency, UNLESS each of the following conditions are met:

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DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
NYSDOH REGIONAL OFFICE	
INITIALS <u>SW</u>	DATE <u>11 / 7 / 2023</u>

- a. You hire appropriate nursing, medical or hospice staff to care for Your increased needs; AND
- b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, You can be safely cared for in the Residence, and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32; AND
- c. The Operator agrees to retain You as Resident and to coordinate the care provided by the operator and the additional nursing, medical or hospice staff; AND
- d. You are otherwise eligible to reside at the Residence.

VII. Addendum Agreement Authorization

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

Resident's Signature

Dated

Resident's Representative Signature

Dated

Resident's Legal Representative Signature

Dated

Operator or Designee's Signature

Dated

APPROVED BY	
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
NYSDOH REGIONAL OFFICE	
INITIALS <u>SW</u>	DATE <u>11 / 7 / 2023</u>

EALR # 1

Services

Eden Heights of Olean provides a range of settings designed to emphasize personal dignity, individual autonomy, independence, privacy and freedom of choice as Residents' age in place. This includes meeting the Residents' social, spiritual, cultural and medical needs via their physician. All services provided in the Assisted Living Residence will also be provided in the enhanced unit, including, but not limited to, redirection and cueing for activities of daily living; and assistance with bathing, grooming, and dressing, if needed.

In addition to all of the assisted living services included in the basic ALR rate, our enhanced assisted living residence rooms offer a higher level of care that may become necessary for some Residents, as they age in place, who:

- Are unable to transfer or require the physical assistance of another person or persons to transfer
- Require a 2 person assistance of with transferring.
- Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
- Have chronic unmanaged urinary or intermittent incontinence.
- Require a dressing change for an upstaged wound.

We will provide the following nursing services as ordered by a physician: eye drops, ear drops, approved DOH injections, indwelling Foley catheter care, condom catheter care, colostomy care, suprapubic catheter care, PRN medication administration, the taking of vitals such as temperature and blood pressure, finger stick testing of blood sugar levels, nebulizer treatments, oxygen care/nasal cannula, care related to those using an oxygen cylinder and concentrator, applications of medicated creams and ointments, skilled observations which need to be reported to a physician. We will also provide physical assistance to enable persons to transfer, (including a two-person assist). We will also provide turning and positioning for end of life care and intermittently as ordered by an outside agency/provider. In addition, we will provide care to residents with chronic unmanaged urinary incontinence. All of the services above are provided under our enhanced license and included in our enhanced assisted living care rate.

If additional nursing services are needed, a consultation with the Administrator, Case Manager, Resident's Physician, Resident and Resident's authorized family members will be held to determine if said services can be provided and the cost of such services. If any needed services are obtained through an outside home care agency, the rates for such services will be determined by the outside agency and paid for by the Resident. If the Resident requires transfer to another facility, Eden Heights of Olean will assist the Resident in transferring to a facility providing the appropriate level of care.

APPROVED BY	
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
NYSDOH REGIONAL OFFICE	
INITIALS <u>SW</u>	DATE <u>11 / 7 / 2023</u>

Staffing

Eden Heights of Olean provides sufficient numbers of qualified staff to provide for resident needs and to safely evacuate residents in case of emergency, in accordance with: the resident's medical evaluation and Individualized Service Plan; applicable professional standards of practice; and the requirements of law.

Our Case Manager coordinates any skilled nursing or medical care required for the resident in conjunction with their physician. LPN provides staff oversight, assistance with medications and resident care. Resident Aid provide personal care and assistance twenty-four hours a day.

Supervision appropriate based on census and resident needs and in no event less than the minimum required by law and regulation.

Environmental Modifications

The automatic sprinkler system is a wet pipe system and is NFPA 13 compliant;

The fire protection system is connected to the local fire department as well as Simplex central monitoring.

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DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS <u>SW</u> DATE <u>11 / 7 / 2023</u>

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

This is an addendum to a Residency Agreement made between Eden Heights of Olean Operating LLC d/b/a Eden Heights of Olean, the "Operator" or the "Community",

(the "Resident" or "You"),

(the "Resident's Representative", if any)
and _____ (the "Resident's Legal Representative", if any). Such Residency Agreement is dated _____.

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

I. Special Needs Assisted Living Certification.

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at Eden Heights of Olean, located at 161 South 25th Street, Olean, NY 14760.

II. Request for and Acceptance of Admission

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

III. Specialized Programs, Staff Qualifications and Environmental Modifications

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

- Specialized services to be provided in the Special Needs Residence;
- Staffing levels
- Staff education and training and work experience, and professional affiliations or special characteristics relevant to serving persons with specific special needs;

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NYSDOH REGIONAL OFFICE	
INITIALS <u>SW</u>	DATE <u>11 / 7 / 2023</u>

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

IV. Addendum Agreement Authorization.

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

Resident's Signature

Dated

Resident's Representative Signature

Dated

Resident's Legal Representative Signature

Dated

Operator or Designee's Signature

Dated

APPROVED BY	
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
NYSDOH REGIONAL OFFICE	
INITIALS <u>SW</u>	DATE <u>11 / 7 / 2023</u>

Services

Eden Heights of Olean provides a range of settings designed to emphasize personal dignity, individual autonomy, independence, privacy and freedom of choice as Residents age in place. This includes meeting the Residents' social, spiritual, cultural and medical needs via their physician. All services provided in the Assisted Living Residence will also be provided in the special needs unit, including, but not limited to, redirection and cueing for activities of daily living; and assistance with bathing, grooming, and dressing, if needed.

In addition to all of the assisted living services included in the basic ALR rate, our Special Needs Assisted Living Residence rooms offer specialized dementia care including identification of interventions for behavioral issues, especially for residents who, without such interventions, would be inappropriate for admission/retention because of the symptoms caused by dementia. These services include flexibility with meal time, offering of foods at meal time which maximize the resident's independence, a special activities schedule prepared to serve residents with these special needs, the opportunity for residents to go outdoors in a safe environment, a family council in addition to the resident council, staff specifically trained to work with outside agencies/providers providing services for residents with these special needs, and linkage with the Northeast Alzheimer's Association, which provides training for staff in our special needs unit and can provide family counseling as desired.

Our Activities staff is specially trained in meeting the needs of residents with Alzheimer's/dementia, providing frequent individual and group activities geared toward individuals with dementia which are meaningful to the resident.

We will provide the following nursing services as ordered by a physician: assistance with administration eye drop, DOH approved injections, PRN medication administration assistance with the taking of vitals such as temperature and blood pressure, assistance with finger stick testing of blood sugar levels, assistance with the application of medicated creams and ointments, reporting of changes in a Resident's condition to a physician, as required, and any other services consistent with Eden Heights of Olean's licensure. All of these services are included in the special needs rate. There is RN on call 24/7 for PRN medications. LPNs are available 24-hours a day, 7 days a week. Activities take place at night by an aid or supervisor as needed. All of the services above are included in the special needs rate.

If additional nursing services are needed, a consultation with the Executive Director Case Manager, Resident's Physician, Resident and Resident's authorized family members will be held to determine if said services can be provided and the cost of such services. If any needed services are obtained through an outside home care agency, the rates for such services will be determined by the outside agency and paid for by the Resident. If the Resident requires transfer to another facility, Eden Heights of Olean will assist the Resident in transferring to a facility providing the appropriate level of care.

APPROVED BY

DIVISION OF ADULT CARE FACILITY &
ASSISTED LIVING SURVEILLANCE

NYSDOH REGIONAL OFFICE

INITIALS SW DATE 11 / 7 / 2023

Staffing

Eden Heights of Olean provides sufficient numbers of qualified staff to provide for resident needs and to safely evacuate residents in case of emergency, in accordance with: the resident's medical evaluation and Individualized Service Plan; applicable professional standards of practice; and the requirements of law.

Our Case Manager, coordinates any skilled nursing or medical care required for the resident in conjunction with their physician. Our care staff supervisors are licensed practical nurses and oversee resident needs twenty-four hours a day. Resident Aides provide personal care and assistance twenty-four hours a day.

Supervision appropriate based on census and resident needs and in no event less than the minimum required by law and regulation, including one staff for every 6 to 8 residents during the day and evening, and one staff for every 12 to 15 residents at night.

Our staff is trained in the Dementia/Alzheimer's disease process, including how to meet the needs of the dementia resident in all areas: physical, nutritional, recreational, spiritual, behavioral and safety. On-going training for staff will be conducted in order to comply with the New York State Department of Health regulations.

Caring and communicating with the dementia resident and caring for the caregiver are of utmost importance.

Environmental Modifications

Our dementia unit is environmentally designed to protect the health, safety and welfare of Residents, including:

- Self-contained leisure and dining space;
- Operation as a self-contained unit;
- All Resident room windows are equipped with window stops;
- NFPA 13 compliant wet pipe automatic sprinkler system;
- Supervised smoke-detection system throughout the building, including all bedrooms;
- Fire protection system which is connected to the local fire department as well as Simplex central monitoring;
- Smoke barriers (a continuous fire-rated partition or wall, extending from one exterior wall to another exterior wall, with all openings (doorways, etc.) protected with fire-rated and smoke-tight doors equipped with appropriate hardware) to divide each floor into at least two smoke compartments, neither of which shall have corridors exceeding 100 feet in length;

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- Handrails on both sides of all Resident-use corridors and stairways;
- Centralized emergency call-system in all bedrooms easily reachable from bedside and in all Resident-use toilet and bathing areas, easily reachable from each fixture;
- All bedrooms are limited to single or double occupancy;
- Minimum corridor width is 60 inches;
- Minimum door width is 32 inches to assure wheelchair accessibility;
- The compliance record of the Operator;
- Delayed Egress System:
 - Delayed egress lock on doors;
 - A building occupant is not required to pass through more than one door equipped with a delayed egress lock before entering an exit;
 - Automatic unlocking of doors upon activation of the automatic sprinkler system or automatic fire detection system;
 - Doors unlock upon loss of power controlling the lock or lock mechanism or upon signal from a fire command center;
 - Initiation of an irreversible process releases the latch in not more than 15 seconds when a force of not more than 15 pounds (67 N) is applied for 1 second to release the device. Initiation of the irreversible process activates an audible signal in the vicinity of the door. Once the door lock has been released by the application of force to the releasing device, relocking is by manual means only;
 - The dementia unit has delayed egress doors with signs reading PUSH UNTIL ALARM SOUNDS. DOOR CAN BE OPENED IN 15 SECONDS;
 - Emergency lighting at the door;
- Outdoor space:
 - Secure outside space with fencing (no less than 72 inches high) and barriers to prevent elopement and injury;
 - Walkways are sufficiently wide for Residents, with or without assistive devices (such as wheelchairs and walkers);
 - A covered patio for days during mild inclement weather.

For further information, please contact the Operator.

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NYSDOH REGIONAL OFFICE	
INITIALS <u>SW</u>	DATE <u>11 / 7 / 2023</u>

Exhibit XXIV

CONSUMER INFORMATION GUIDE
DEVELOPED BY THE COMMISSIONER OF HEALTH

Separately provided

RECEIPT OF CONSUMER INFORMATION GUIDE

We, the undersigned, acknowledge receipt of the Consumer Information Guide.

Dated: _____
(Signature of Resident)

Dated: _____
(Signature of Resident's Representative)

Night Telephone #'s & e-mail address _____ Day &

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

Day & Night Telephone #'s & e-mail address

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

Please include an additional fee is charged for a dditional la undry service (Supplemental/Additional Fees)
Recommend adding this back in or referencing where the 45 day notice can be found in the Residency Agreement.