

**THE LANDING OF BRIGHTON**

**Assisted Living Residence**

**RESIDENCY AGREEMENT**

**RESIDENCY AGREEMENT**  
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## **EXHIBITS**

- Exhibit I.A.1 – IDENTIFICATION OF APARTMENT
- Exhibit I.A.3 – FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR
- Exhibit I.A.4 – FURNISHINGS/APPLIANCES PROVIDED BY YOU
- Exhibit I.C - ADDITIONAL FEES, SERVICES, SUPPLIES OR AMENITIES
- Exhibit I.D - LICENSURE/CERTIFICATION STATUS OF PROVIDERS
- Exhibit II – DISCLOSURE STATEMENT
- Exhibit III.A.1 - TIERED FEE ARRANGEMENTS
- Exhibit III.A.2 - RATE OR FEE SCHEDULE
- Exhibit V - PROPERTY/ITEMS HELD BY OPERATOR FOR YOU
- Exhibit X – RULES OF THE RESIDENCE
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- Exhibit XV –RESIDENT GRIEVANCES AND RECOMMENDATIONS
- Exhibit XVI – PHOTO WAIVER
- EXHIBIT XVII – PET ADDENDUM
- Exhibit A – CONSUMER INFORMATION GUIDE

## RESIDENCY AGREEMENT

This Agreement is made between BRIGHTON SENIOR CARE, LLC d/b/a The Landing of Brighton (“Operator”), \_\_\_\_\_ (“Resident” or “You”), and \_\_\_\_\_ (“Responsible Person”). Operator, Responsible Person and Resident are hereinafter referred to as the “parties”.

### RECITALS

**The Operator** is licensed by the New York State Department of Health to operate at 1350 Westfall Road, Rochester, New York 14618 as an Assisted Living Residence (“The Residence”) known as The Landing of Brighton and as an Enriched Housing Program. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence (“EALR”) and a Special Needs Assisted Living Residence (“SNALR”). These certifications permit the Operator to provide Enhanced Assisted Living services for up to a maximum of 44 persons and Special Needs Assisted Living services for up to a maximum of 34 persons.

You have submitted a written report from Your physician to Operator which report states that (a) Your physician has physically examined You within the last month; 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. You have requested to become a Resident at The Residence and the Operator has accepted your request.

### AGREEMENT

#### I. Housing Accommodations and Basic Services

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

##### A. **Housing Accommodations and Services**

1. **Your Apartment.** You may occupy and use the apartment designated on Exhibit I.A.1, subject to the other terms of this Agreement.
2. **Common areas.** You will be provided with unrestricted access to the general purpose rooms at the Residence such as main dining room, café, living room, activity room, theatre and other common areas for at least ten (10) hours per day between the hours of 9:00 am and 8:00 pm. Use of these general purpose rooms outside this timeframe may be accommodated upon approval from the Executive Director of the Residence or his/her designee. Reasonable limitations may be imposed on access to general purpose rooms by Operator, for example in the event of communicable disease impacting you or the Residence, but only to the extent necessary to follow applicable Department of Health requirements.

3. **Furnishings/Appliances Provided By The Operator.** Attached as Exhibit I.A.3. and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by the Operator in Your apartment.
4. **Furnishings/Appliances Provided by You.** Attached as Exhibit I.A.4. and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by you in your apartment. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.).

**B. Basic Services**

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

1. **Meals and Snacks.** Three (3) nutritionally well-balanced meals per day and one snack per day are included in Your Basic Rate, pursuant to 18 NYCRR §488.8. Memory Care residents are served snacks 3 times daily and are available 24 hours per day with staff assistance. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: no added salt, diabetic/consistent carbohydrate, pureed and mechanical soft. Food and Drink are available to You 24 hours per day, seven days a week in the following way(s): in the bistro or by asking a staff member. Additionally, You may supply Your own snacks and maintain them in Your Unit.
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.** Vacuuming, trash collection and general housekeeping services will be provided on a weekly basis or as otherwise needed in keeping with Your needs.
4. **Linen Service.** Towels and washcloths; pillow, pillowcases, blanket, two sets of bed sheets, bedspread; all clean and in good condition.
5. **Laundry of Your Personal Washable clothing.** Laundering of your personal washable clothing at least once a week and more often as necessary. You are responsible for making arrangements to have cleaned any clothing that requires dry cleaning or pressing.
6. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency

needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law. Such supervision does not include one-on-one continuous supervision.

7. **Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will be delivered by appropriate staff and include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.
8. **Personal Care.** The Operator will provide You with the following personal care services: wellness checks such as weight and blood pressure monitoring and basic assistance with personal care including some assistance with bathing, grooming, dressing, toileting, ambulation, transferring, feeding, medication acquisition, storage and disposal, assistance with self- administration of medication (*in each instance to the extent applicable based on Resident's needs and subject to additional Level of Care charges described on EXHIBIT III.A.1*).
9. **Development of Individualized Service Plan.** An Individualized Service Plan will be developed, in consultation with Your physician, to address the resident's needs including ongoing review and revision as necessary. This Individualized Service Plan will be reviewed and revised every six months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing needs.

C. **Additional Services**

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

D. **Licensure/Certification Status**

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

II. **Disclosure Statement**

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

### **III. Fees**

#### **A. Basic Rate**

The Residence operates with a tiered fee arrangement, in which the amount of the Basic Rate depends on the types and amounts of services provided. As such, your Basic Rate (“Basic Rate”) is composed of two distinct fees as set forth in detail in Exhibit III.A.2: (1) the fee for your Housing Accommodations and Basic Services, and (2) the fee for your level of care services, if applicable (“Level of Care Fee”). Attached as Exhibit III.A.2 and made a part of this Agreement is a rate or fee schedule that breaks down the fees that make up your Basic Rate.

The Level of Care Fee for each resident will be determined by the level of care the Resident is assigned, as those levels are described in Exhibit III.A.1, based upon an initial and then ongoing assessment of his or her needs (including the types of services provided and the anticipated amount of time such services will take to provide). The Level of Care Fee will change immediately upon a change, either upward or downward, in the applicable level of care. If the Basic Rate is adjusted for reasons other than a change in the level of care and the Level of Care Fee, you will be given the notice required as set forth in Section III.E.

You, Your Representative and Your Legal Representative agree that You will pay, and Operator agrees to accept, Your regular payment of the Basic Rate in full satisfaction of the Housing Accommodations and Basic Services described above in Sections I.A. and I.B.

**Second Party Occupancy.** If Your apartment is occupied by You and a mutually accepted second party (i.e. spouse, companion, significant other, etc.) and the other resident surrenders the apartment, thirty (30) days after notice of such change is provided to Operator, your Basic Rate will be adjusted to reflect the single occupancy rate then in effect for the Apartment, regardless of the reason for the termination of the occupancy of the other resident. For purposes of clarification, second party occupancy occurs at the Residence most often for spouses or loved ones – not unfamiliar roommates matched together. Each resident must be assessed and deemed appropriate to reside in the Residence, have their own level of care determined through such assessment and sign their own separate agreement.

#### **B. Supplemental, Additional, or Community Fees**

A Supplemental or Additional fee is a fee for service, supplies, care or amenities that is in addition to those fees included in the Basic Rate.

A Supplemental fee must be at Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident, as set forth in Section III.E. Any charges by the Operator for additional or supplemental fees shall be made only for services and supplies that are actually supplied to the resident.

A Community fee is a one-time fee that the Operator may charge at the time of admission. This Residence charges a one-time community fee as set forth in Exhibit I.C, payment of which is a condition of residency. You may choose whether to accept the Community Fee as a condition of Your residency in the Residence or to reject the Community Fee and thereby reject residency at the Residence. The Community Fee is non-refundable, except that the fee will be refunded, less a \$250 fee, if within 30 days from the date You signed this Agreement, You have not been admitted to the Residence and you make a written request for the refund stating that You will not be seeking admission to the Residence.

Supplemental, Additional, and Community fees are listed in Exhibit I.C.

### **C. Billing and Payment Terms**

You will be charged from the day of Your admission up through and including the day of Your transfer or discharge from the Residence (the “Discharge Date”). If You fail to remove Your belongings and personal property from your apartment prior to your Discharge Date, the Operator will continue to assess the Housing Accommodation and Basic Services Fee identified in Exhibit III.A.2 on a per diem basis, until Your belongings and personal property are removed from the Residence.

The first month of Your Basic Rate is due prior to your move in. A summary of all Your fees is found in Exhibit III.A.2 and includes the total amount due prior to move-in. **Thereafter, all payments are due on the first of each month and shall be delivered to The Landing of Brighton at 1350 Westfall Road, Rochester, New York 14618.** Payments received after the tenth (10<sup>th</sup>) day of the month when due, plus any outstanding balance, will incur a late charge of four (4%) percent interest per month. You and Your Legal Representative have the right to dispute and contest any charges in accordance with Section XVI below or in accordance with applicable law.

In the event the Resident, Resident’s representative, or Resident’s legal Representative is no longer able to pay for services as outlined in this Residency agreement and deemed necessary by the Resident’s physician, it is Your responsibility to inform the Administrator or designee as soon as possible. Operator may terminate this Agreement for non-payment in accordance with the provisions of Section XIII.

### **D. 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 stated below. The Operator may increase the Basic Rate and/or Additional or Supplemental Fees on an annual basis by providing You with written notice of the increase not less than forty-five (45) days prior to the effective date of the rate or fee increase.

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

b. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may increase the Basic Rate or any Additional or Supplementary Fee upon less than forty-five (45) days' written notice. The Basic Rate will change immediately upon a change, either upward or downward, in the applicable level of care and Level of Care Fee.

c. In the event of any emergency which affects You, the Operator may assess such 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.

#### **E. Bed Reservation**

The Operator agrees to reserve the residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is Your Basic Rate (as shown on Exhibit III.A.2), prorated on a per diem basis. Your residential space will be reserved for as long as you continue to pay Your Basic Rate as set shown on Exhibit III.A.2 and subject to this Section III.F. 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 this space by providing the Operator with thirty (30) days' prior notice. If You choose to reserve a residential space, the then-current Basic Rate and terms of this Agreement will remain in effect until this Agreement is otherwise amended or terminated pursuant to Section XIII below.

If You are absent from your Apartment for medical reasons for more than fourteen (14) consecutive days, You will receive a credit toward Your Basic Rate for all charges within Your Basic Rate other than the Housing Accommodation and Basic Services fee. This credit will begin on the fifteenth (15<sup>th</sup>) day of Your absence and will end when your medical condition allows You to return to the Residence. You will be required to pay the Basic Rate

less the above described credit until such time as the Agreement is terminated pursuant to Section XIII of this Agreement.

#### **F. Apartment Changes**

In limited circumstances, the Operator may need to relocate You from your apartment identified in Section I.A.1 (“Original Apartment”) to another apartment (“Substitute Apartment”) in order to protect your health, safety and comfort or the health, safety and comfort of other residents or to perform routine or unscheduled maintenance. The Operator will make every effort to provide You with advance notice and a reasonably comparable apartment. If You are relocated to another apartment, no increase will be made to your then-current rate for Housing Accommodation and Basic Services. Once the reason for the relocation has been resolved, You will have the choice of returning to your Original Apartment at your then-current rate for Housing Accommodation and Basic Services or remaining in the Substitute Apartment at its then-current rate for Housing Accommodation and Basic Services.

#### **IV. Refund/Return of Resident Monies and Property**

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

The Operator must also return at the time of Your discharge, but in no case more than three (3) business days any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis of a per diem proration any advance payment(s) which You have made.

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

#### **V. Property or Items of Value Held in the Operator’s Custody For You**

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

#### **VI. Fiduciary Responsibility**

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

**VII. 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.

**VIII. Personal Allowance Accounts**

As a private pay facility, the Operator will not offer to hold Personal Allowance Accounts for Residents.

**IX. Admission and Retention Criteria for an Assisted Living Residence**

- A. 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 Service 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.**
- B. If Operator determines that a change in Resident's physical, mental or psychological condition requires Resident to have nursing, personal care or companion assistance beyond that which the Community provides, Resident agrees that the Operator may obtain such care or assistance, or send Resident out of the Community to obtain such assistance, in each instance, at Resident's expense until other appropriate ongoing arrangements can be made.
- C. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
- D. 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 Service Plan.

- E. 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.
- F. If you are being admitted to a Special Needs Assisted Living Residence, the terms of the “Special Needs Assisted Living Residence Addendum” will apply.
- G. 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.
- H. Enhanced Assisted Living Care may be provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
  - (a) chronically require the physical assistance of another person in order to walk; or
  - (b) chronically require the physical assistance of another person to climb or descend stairs; or
  - (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
  - (d) have chronic unmanaged urinary or bowel incontinence.

The Enhanced Assisted Living Care available at this Residence is set forth in the “Enhanced Assisted Living Residence Addendum.”

- I. 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.

**X. Rules of the Residence**

Attached as Exhibit X 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.

**XI. Responsibilities of Resident, Resident’s Representative and Resident’s Legal Representative**

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

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 payment is available under Medicare, Medicaid or other third-party coverage.
4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Informing the Operator promptly of change in health care proxy, health status, change in physician, or change in medications.
6. Informing the Operator promptly of any change of name, address and/or phone number.

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

1. If appointed as the Resident's Health Care Proxy, make medical decisions when Residents is unable to make such decisions for himself or herself.
2. Supply Residents with enough sets of clothing, undergarments etc. as necessary.
3. Advise of any change of contact person, address, telephone number and such, including designating alternate contact person during vacation, or for other absenteeism and provide all the above information for such person.
4. Make the appropriate monthly payments as agreed to in this Agreement.

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

1. If appointed as the Resident's Health Care Proxy, make medical decisions when Residents is unable to make such decisions for himself or herself.
2. Supply Residents with enough sets of clothing, undergarments etc. as necessary.
3. Advise of any change of contact person, address, telephone number and such, including designating alternate contact person during vacation, or for other absenteeism and provide all the above information for such person.

4. Make the appropriate monthly payments as agreed to in this Agreement.
- D. The Operator shall be responsible for the following:
1. In the event that the Resident's Health Care Proxy has been provided to the Operator, and that person is not the Resident's Representative or the Resident's legal Representative, the Operator shall notify the Resident's Health Care Proxy to make medical decisions when the Resident is unable to make such decisions for himself or herself.

## **XII. Termination and Discharge**

- A. This Residency Agreement and residency in the Residence may be terminated in any of the following ways:
1. By mutual agreement between You and the Operator;
  2. Upon thirty (30) days' notice from You or Representative to the Operator of Your intention to terminate the agreement and leave the Residence. This notice is required regardless of your reason for termination of this Agreement;
  3. Upon 30 days written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this Agreement as the responsible party and any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.
- B. The grounds upon which involuntary termination may occur are:
1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
  2. If your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
  3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services, including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. **If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty (30)-day period of notice**

**of termination, assists You in obtaining such public benefits or other available supplemental public benefits.** You agree that You will cooperate with such efforts by the Operator to obtain such benefits;

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

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

### **XIII. Transfer**

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

1. When You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;
  2. In the event that Your behavior poses an imminent risk of death or other serious physical injury to himself/herself or others;
  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
- B. If you are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been transferred. If such hand delivery is not possible, then notice must be given by any of the methods provided by law for personal service upon a natural person.
- C. If the basis for the transfer permitted under parts 1 and 2 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.

#### **XIV. Resident Rights and Responsibilities**

Attached as Exhibit X 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, and you agree to meet the responsibilities stated therein.

#### **XV. Complaint Resolution and Resident Council**

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 XV 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' Organizations and to provide a written report to the Residents' organization that address 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.



**XVI. Non-Medical Companion Care Services**

Resident may hire private non-medical companion care services as sitters, provided that such companion care personnel hired by Resident comply with all applicable policies and procedures of Operator. These companion personnel are employed by Resident and are NOT employees of Operator. Such companion personnel are not covered by Operator's liability or worker's compensation insurance, nor are they entitled to any of the benefits Operator provides to its employees. Operator does not permit companion care providers to provide medical services within the Community. Any companion personnel may be required to attend an orientation provided by Operator to ensure knowledge and adherence to the Resident Handbook and House Rules and provide a copy to Operator of a background screening consistent with the background screening requirements then imposed and performed by Operator with respect to agents and employees of Operator. Any assistance by Operator in choosing an appropriate private duty personnel shall in no way be deemed an endorsement of a particular agency, and Operator shall in no way be deemed responsible for the acts or failure to act of any such companion personnel.

**XVII. Photo Waiver (Optional)**

Pursuant to New York State Department of Health regulations, Operator will include your photo in your Medication Assistance Record. The Operator also seeks your consent to use your photograph in other Residence publications. The photo waiver is included in Exhibit XVII.

**XVIII. Pet Addendum**

Residents are permitted to have certain pets, in accordance with the Pet Policy set forth in Exhibit XVIII and upon execution of the Pet Addendum to this Agreement, both of which are found in Exhibit XVIII

**XIX. Force Majeure**

Operator shall not be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations under this Agreement for any reason beyond its control, including, but not limited to, acts of God, acts of war, flood, storms, embargoes, shortage of supply, shortages of labor, labor strikes or statutory regulations or rules of any federal, state or local government or any agency thereof and Resident shall not be entitled to any adjustments or discounts to the charges thereunder.

**XX. Miscellaneous Provisions**

A. This Agreement constitutes the entire Agreement of the parties.

- B. 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.
- C. 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.
- D. Waiver by the parties of any provision of this Agreement which is required by statute or regulation shall be null and void.

**XXI. Agreement Authorization**

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Resident)*

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Resident's Representative)*

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Resident's Legal Representative)*

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Operator or Operator's Representative)*

**Personal Guarantee of Payment (Optional)**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Guarantor's Signature

\_\_\_\_\_  
Guarantor's Name (Print)

**Guarantor of Payment of Public Funds (Optional)**

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Guarantor's Signature)

\_\_\_\_\_  
Guarantor's Name (Print)

**EXHIBIT I.A.1**

**IDENTIFICATION OF APARTMENT**

As of the date of Your admission, Your apartment will be \_\_\_\_\_, a private ☒ or semi-private ☐.

### **EXHIBIT I.A.3**

#### **FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR**

When not supplied by You, the Operator will provide You with the following minimum household equipment:

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

## **EXHIBIT I.A.4**

### **FURNISHINGS/APPLIANCES PROVIDED BY YOU**

Residents are allowed to bring the items below.

Check all those that will be furnished by You.

- ☐ Bed
- ☐ Nightstand
- ☐ Drawer
- ☐ Chair
- ☐ Bed Linen
- ☐ Pillow
- ☐ Bed Spread
- ☐ Bath Linens
- ☐ Wastebasket

- ☐ Couch
- ☐ Easy Chair
- ☐ Table
- ☐ Other: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

Residents are NOT ALLOWED to bring the items below:

- Incense or Candles
- Extension cords
- Outlet adapters and 2, 3, or 4 way plugs
- Heating blankets/heating pads
- Bed side rails
- Potpourri burners
- Frayed cords
- Large refrigerators
- Air conditioners not approved by the Operators
- Installation or alteration of electrical equipment is prohibited
- Antennas that extend outside apartment windows or be attached to the outside of building
- Door stops or wedges
- Flammable liquids such as gasoline, ether, charcoal lighter, etc. or Stern-o Cans
- Firearms/weapons of any type/ammunition
- Fire works
- Grills of any type
- Curtains made from material that is not a fire retardant material
- Gasoline powered equipment
- Heating units (space heater)
- Kerosene or Oil Lamps
- Sun lamps
- Heating elements (immersion type)
- Narcotics/illegal drugs
- Lamps without proper shades
- Waterbeds/water mattress

## **EXHIBIT I.C**

### **ADDITIONAL FEES, SERVICES, SUPPLIES OR AMENITIES\***

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

<b>Item:</b>	<b>Additional Charge:</b>	<b>Provided By:</b>
<b><i>Food Service:</i></b>		
Guest Meals	Breakfast: \$5 Lunch: \$8 Dinner: \$10 Brunch: \$20 Special Event/Holiday Meal: \$20	Operator
Guest meals for aides/companions: If you have a paid private aide or other companion that lives with you a guest meal package is available that includes one meal per day	\$250 per month	Operator
Catering and Special Events	Varies	Operator
<b><i>Wellness:</i></b>		
Portable Help Button (original)	\$125	Operator
Pendant Replacement (optional)	\$175	Operator
<b><i>Housekeeping &amp; Maintenance:</i></b>		
Carpet Cleaning: Spot Only (beyond normal maintenance)	\$50	Operator
Carpet Cleaning: Additional Shampooing (beyond normal maintenance)	\$75	Operator
Internal move/transfer to another apartment fee: If a resident elects to move to another apartment, an internal move fee will be charged. No fee is charged if the move is required.	\$2,000	Operator
Key replacement	\$10	Operator
Pet Fee	\$1,000 one-time, non-refundable	Operator
Hourly housekeeping rate upon Resident's request (in excess of weekly housekeeping which is included in Basic Rate)	\$30/hour, subject to availability	Operator
Hourly engineering/maintenance rate	\$45/hour, plus materials and subject to availability	Operator



<b><i>Utilities</i></b>		
Local & long distance telephone service	Varies per plan chosen	Arranged by Resident with provider
Cable T.V. – Basic services included; additional channels not included.	Varies per plan chosen	Arranged by Resident with provider
Emergency transportation for medical purposes, except when payment is available under Medicare, Medicaid or other third-party coverage.	Pay provider directly	Arranged by Resident with provider
<b><i>Miscellaneous</i></b>		
Community Fee (a one-time fee charged upon residency)	\$4,000	Operator
Non-Sufficient Funds Fee	\$25	Operator
Late Fee	4% of total statement	Operator
Notary Services	Free of charge for residents, subject to availability	Operator
Magnetic Nameplate	\$45	Operator
Reserved Parking Fee	\$50/month	Operator
Storage – small locker	\$50/month	Operator
Storage – tall locker	\$50/month	Operator
Salon and spa	Various prices; see posting in salon	Beautician

\* Please note that Operator can provide you with additional services at fees to be determined at the time the service is requested or Operator can help you locate someone in the community to help you. Please note that these prices are subject to change from time to time, in accordance with notice or disclosure requirements under applicable law.

## **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. The Residence, however, will make every effort to assist you in obtaining appropriate skilled nursing and home health care services not provided at the Residence, if You so desire.

## **EXHIBIT II**

### **DISCLOSURE STATEMENT**

BRIGHTON SENIOR CARE, LLC (“The Operator”) as operator of The Landing of Brighton (“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 A of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate at 1350 Westfall Road, Rochester, NY 14618 an Assisted Living Residence as well as an Enriched Housing Program.

The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and a 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 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 44 persons.
- b. Special Needs Assisted Living services for up to a maximum of 34 persons.

The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services and/or Special Needs Assisted Living programs.

**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 Residence, it may be necessary for You to change your apartment within the Residence.

3. The owner of the real property upon which the Residence is located is Rochester NY Senior Property, LLC. The mailing address of such real property owner is 1000 Legion Place, Suite 1600, Orlando, FL 32801.

The following company is authorized to accept personal service on behalf of such real property owner: CT Corporation System, New York, 28 Liberty Street, NY, NY 10005; (800) 925-7562.

4. The Operator of the Residence is Brighton Senior Care, LLC. The mailing address of the Operator is 1000 Legion Place, Suite 1600, Orlando, FL 32801.

The following company is authorized to accept personal service on behalf of the Operator: CT Corporation System, New York, 28 Liberty Street, NY, NY 10005; (800) 925-7562.

5. List any ownership interest in excess of 10% on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Residence: NONE
6. List any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of The Residence, in the Operator: NONE
7. All Residents have the right to receive services from any provider authorized by law to provide such services, regardless of whether the Operator of this Residence has an arrangement with the provider, so long as these services are delivered in compliance with all applicable laws and regulations and can be coordinated with the Resident's other services.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. The Residence does not accept public funds as payment for its rate.
10. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by Operator is 1-866-893-6772.
11. 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. 585-287-6414 is the Local LTCOP telephone number. The NYSLTCOP web site is <http://www.ltcombudsman.ny.gov>.

## **EXHIBIT III.A.1**

### **TIERED FEE ARRANGEMENTS**

The care needs of the Resident are evaluated prior to move in and at regular intervals thereafter to determine the resident's appropriate level of care.

#### **Description of Basic Rate**

##### ***Housing Accommodations & Basic Services***

Basic Services include case management services, wellness checks and blood pressure monitoring, basic assistance with personal care including up to 30 points per day of assistance with bathing, grooming, dressing, toileting, ambulation, transferring, feeding, medication acquisition, storage and disposal, assistance with self-administration of medication, monitoring (including an emergency call system with 24 hour response), development of an Individualized Service Plan including on-going review and revision as necessary, utilities including basic cable TV (but excluding upgraded cable and telephone services), three restaurant style meals each day, snack, stimulating activities and social events, Community-scheduled transportation, weekly housekeeping and laundry service, and maintenance of the apartment, common areas and grounds.

##### ***Level of Care Fee***

Operator uses a "tiered" level of care structure, with each level corresponding to a specific amount and type of services to be provided. To determine the level of assistance with activities of daily living that Resident requires, Operator will complete an initial assessment, in consultation with Your physician, and develop a service plan ("Service Plan") prior to move-in. Regularly thereafter, whenever there are significant changes in Your needs; upon Your physician's request; and every 6 months after your move-in. Operator will reassess Resident. Periodically, Resident's Service Plan level may be adjusted, with a copy of the adjusted Service Plan provided to Resident. The amount of the Level of Care Fee is determined by assigning Resident to a level of care based on the assessment process and Service Plan described above. If Resident's reassessment requires changes to Resident's Service Plan, then the Level of Care Fee will be updated correspondingly. The levels of care and Level of Care Fees assigned to each level (as in effect as of the date of this Agreement) are more particularly described below.

I. **CARE**. If the comprehensive assessment indicates that You require services in excess of the Basic Services (referred to as Level 0), then you will be placed in one of the additional Levels of Care and you will be required to pay the associated additional fee in accordance with the fee structure below. Regarding Enhanced Assisted Living Services, those similarly are measured by the anticipated amount of time to provide such services and are included within the applicable Level of Care below. Please see Enhanced Assisted Living Residence Addendum to Residency Agreement for additional information.

<b><u>Level of Care</u></b>	<b><u>Scope*</u></b>	<b><u>Cost (\$)**</u></b>
Level 0	0 - 30 points/day or 0 - 900 points/month	Included
Level 1	31 - 60 points/day or 901 - 1,800 points/month	\$795 per month
Level 2	61 - 90 points/day or 1,801 - 2,700 points/month	\$1,195 per month
Level 3	91 - 180 points/day or 2,701 - 5,400 points/month	\$1,795 per month
Level 4	181 - 240 points/day or 5,401 - 7,200 points/month	\$2,195 per month
Level 5	241+ points/day or 7,200 + points/month	\$2,495 per month

II. **MEDICATION.** The following Medication Program Levels include consultation with the Resident's personal Physician, liaison with pharmacy and Pharmacist, ordering/reordering and scheduling delivery, scheduled Nurse Reviews by the Licensed Nurse, assistance with administering medications according to physician's orders and medication recordkeeping. If the assessment indicates that you require medication services, then you will be placed in one of the Medication Program Levels and you will be required to pay the associated fee in accordance with the fee structure below. The Medication Program Levels are in addition to either the Level of Care or Memory Care Level of Care charges described here.

<b><u>Level</u></b>	<b><u>Scope*</u></b>	<b><u>Cost**</u></b>
Level 1	1 - 10 points/day or 1 - 301 points/month	Included
Level 2	11 - 50 points/day or 302 - 1,502 points/month	Included
Level 3	51+ points/day or 1,503+ points/month	Included

III. **MEMORY CARE.** For residents that require cognitive support, we offer a secure, comforting environment with specialized care within the memory care neighborhood of the Residence. Our associates receive special training that helps give them the skills and empathy to improve the quality of life for our memory care residents. By showing our love and connecting with these special residents, we make sure they get the most out of their good days. Please see Special Needs Assisted Living Residence Addendum to Residency Agreement for additional information.

<b><u>Level of Care</u></b>	<b><u>Scope*</u></b>	<b><u>Cost**</u></b>
MC Base	All Special Needs Assisted Living services (but excluding Enhanced Assisted Living Residence scope as defined by NYS regulations)	Included

MC - Enhanced Assisted Living Residence Scope	As defined by Enhanced Assisted Living Residence Addendum to Residency Agreement	\$1,495 per month
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\* Operator does not represent or guaranty that any resident will receive a specific amount of care or service during any given time period or a promise to provide individualized staffing. The level of care assigned to each resident is an estimation of the approximate amount of service that such resident's service plan contemplates. Further, Operator does not represent that it is able to provide each of the levels described above within its staffing structure or under applicable law. Monthly estimates of points assume a 30-day month.

\*\*Please note that the cost described is the cost in effect as of the date of this Agreement. Operator may adjust costs in accordance with Section III. E. 1.

**EXHIBIT III.A.2****RATE OR FEE SCHEDULE**

<b><u>Fee Type</u></b>	<b><u>Amount</u></b>
Housing Accommodation and Basic Services Fee	\$
Level of Care Fee	\$
Medication Level Fee	\$
Memory Care Level Fee	\$ _____
Memory Care EALR	\$ _____

**Your total Basic Rate:** \_\_\_\_\_ (monthly); \_\_\_\_\_ (daily)

*\*Due by the tenth of each month*

**Move-In Cost Summary**

This month's Financial Obligation Prorated (Day's left in Move-In Month X \$4000.00/month of the Basic Rate)	\$
Community Fee	\$
Other Fees	\$
<b>Total Due at Move-In</b>	<b>\$</b>



### PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

### Adult Care Facility Inventory of Resident Property

OPERATING CERTIFICATE NUMBER: \_\_\_\_\_

			RESIDENT NAME	INVENTORY DATE	DATE RETURNED TO RESIDENT	RESIDENT INITIALS
ITEM	QUANTITY	ESTIMATED \$ VALUE (if known)	DESCRIPTION			
RESIDENT SIGNATURE		DATE	AUTHORIZED FACILITY REPRESENTATIVE SIGNATURE		DATE	
X			X			

## **EXHIBIT X**

### **RULES OF THE RESIDENCE**

The Rules of the Residence are set forth in the Resident Handbook that has been provided to You. Additionally, please note the following additional rules:

1. All residents and their guests or companions must respect the rights of other residents to maintain a comfortable home. All residents and their guests must treat other residents, their guest and staff with respect and curtail any activities that interrupt other resident's enjoyment of the residence.
2. Respect the property of other residents and of the residence.
3. NO SMOKING is permitted in the Residence and smoking may only take place in designated areas outside of the building.
4. All visitors and residents must sign in and out when entering or leaving the Residence. For your safety, all absences past 9pm, including overnight absences, and planned missed meals should be reported to the case manager.
5. If you are ordering or administering any of your medications without the assistance of the residence, including vitamins, herbal medications, over the counter medications, and dietary supplements must always be cleared by your primary care physician and be locked in your apartment. Residence staff must be informed of your medications. Any medications stored in your apartment must be under lock and key.
6. Residents and their guest or companions must participate in all fire drills as per fire department regulations.
7. Residents may not use the following items in their apartments:
  - a. Cooking Appliances (other than auto shut off tea kettles/coffee makers)
  - b. Incense or Candles
  - c. Extension cords
  - d. Outlet adapters and 2, 3, or 4 way plugs
  - e. Heating blankets/heating pads
  - f. Potpourri burners
  - g. Door stops or wedges
  - h. Flammable liquids such as gasoline, ether, charcoal lighter, etc. or Stern-o Cans

- i. Heating units (space heater)
  - j. Waterbeds/water mattress
- 8. Each resident must submit to a medical evaluation by the provider of their own choice. Each resident must submit to the administrator, at least upon an annual basis, a medical evaluation completed by their providers.
- 9. Each resident must submit to the administrator proof of all immunizations, TB testing and all other health information to the extent required by the New York State Department of Health.
- 10. Provide accurate and complete information, to the best of Your knowledge, about present condition, past illnesses and hospitalizations, medications and other matters relating to Your health
- 11. Avoid accidents by keeping Your apartment clean. Pick up clothing, books, shoes and other items that might cause someone to trip or fall.
- 12. Advise staff if anything in Your apartment needs to be repaired or moved.
- 13. Refrain from storing any personal items outside of your own apartment, which includes refraining from storing your items in common areas both inside and outside of the building, without receiving permission from the administrator.

## **EXHIBIT XIV**

### **RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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 A RIGHT TO BE INFORMED BY THE OPERATOR, BY A CONSPICUOUS POSTING IN THE RESIDENCE, ON AT LEAST A MONTHLY BASIS, OF A THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED AND/OR SPECIAL NEEDS ASSISTED LIVING RESIDENCE PROGRAMS.

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

## **EXHIBIT XV**

### **RESIDENT GRIEVANCES AND RECOMMENDATIONS**

#### **Policy:**

Residents have a right to present grievances or recommendations for changes or improvements without fear of reprisal.

The Operator will post the procedure for grievances or recommendations visibly in a common area.

#### **Procedure:**

1. Grievances and recommendations must be presented in writing. A grievance/recommendation form will be available at the front desk. If a staff member receives a verbal grievance or recommendation, the staff member should direct, and if appropriate, assist the Resident in completing a written grievance or recommendation.

2. Grievances and recommendations may be placed in the Suggestion Box located near the assisted living activity apartment or given to the Administrator or the Concierge. The Concierge will deliver any grievances and recommendations received by them to the Administrator for initial review and assignment.

3. Grievances may be signed by the resident, but a signature is not required. Residents wishing to remain anonymous may place their grievance or recommendations in the Suggestion Box without signature.

4. Grievances and recommendations will remain confidential and staff member will take proper measures to safeguard resident privacy.

5. The Administrator or his or her designee will collect grievances and recommendations from the Suggestion Box on a weekly basis, and after an initial review, assign them to the appropriate department head for resolution or action.

6. The assigned department head must work to resolve the grievance or respond to the recommendation within a reasonable time after its receipt. Responses to signed grievances will be addressed verbally with the resident. Responses to grievances raised to the Resident Council will be recorded and responded to in writing by the Administrator.

7. If the Resident finds the response unacceptable, the Resident should make an appointment with the Administrator to discuss the grievance or recommendation. If the Resident has presented an anonymous grievance or recommendation via the Suggestion Box and finds the response to the grievance or recommendation unacceptable, the Resident should submit another grievance or recommendation indicating that it is the Second Request using the Suggestion Box.

8. Any grievances that are not resolved will be referred to the local Long Term Care Ombudsman.

9. The Administrator will present information regarding resident grievances and recommendations to the Quality Improvement Committee, which will review such grievances and complaints and make recommendations as appropriate. The Administrator will response to these recommendations as appropriate.

## **EXHIBIT XVII**

### **PHOTO WAIVER (OPTIONAL)**

#### **Photographs, Videos and Recordings**

I hereby grant \_\_\_\_\_ do not grant \_\_\_\_\_ permission to The Landing of Brighton (the “Residence”) and its representatives to use photographs taken of me while attending activities or community events organized by the Residence or while in the common areas of the Residence or public relations and promotional purposes.

I understand and agree that these images will become the property of the Residence. I hereby irrevocably authorize the Residence to enhance, copy, exhibit, publish or distribute these images in a manner that is respectful and dignified for purposes of educating consumers about assisted living and the services offered at the Residence in public relation and promotional materials (online, video or print). In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears.

Additionally, I waive any right to royalties or other compensation arising or related to the use of these images. I hereby hold harmless and release and forever discharge the Residence from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I am 21 years of age and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Resident)*

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Resident’s Representative)*

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Resident’s Legal Representative)*

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Operator or Operator’s Representative)*



## **EXHIBIT XVIII**

### **PET ADDENDUM**

This is an addendum to a Residency Agreement made between BRIGHTON SENIOR CARE, LLC d/b/a The Landing of Brighton (the “Operator”), \_\_\_\_\_ (the “Resident” or “You”), \_\_\_\_\_ (the “Resident’s Representative”, if any) and \_\_\_\_\_ (the “Resident’s Legal Representative”, if any). Such Residency Agreement is dated \_\_\_\_\_.

The Resident desires to keep a pet in Resident’s apartment (the “Apartment”), and Operator consents on the following terms and conditions:

1. The Resident agrees to pay the non-refundable Pet Fee, which covers the intake, and additional wear and tear to the Community. No pet shall be allowed in any part of the interior of Community other than the Apartment, unless allowed by Operator;
2. The Resident must be able to manage all aspects of pet care, independently of Community staff, including feeding, exercising, grooming, waste management, and flea control;
3. The Resident shall keep the Apartment free of odor and mess caused by the Pet at all times;
4. Only one Pet will be allowed, and it will be only a dog, a cat, a bird, or other domestic animal as permitted by Operator, in Operator’s sole discretion. Such Pets must be of size and breed approved by Operator in Operator’s sole discretion;
5. The Resident will maintain and provide evidence to Operator of current and proper immunizations of the pet, in accordance with the laws, regulations and health customs of the town in which the Community is located. Such documentation must be completed and submitted to Operator prior to the pet moving into Community, and shall be kept current by the Resident/Responsible Person;
6. The Resident will provide the Community with current contact information for the Pet’s Veterinarian;
7. Resident will prevent the pet from causing any disturbance of other Community residents. When the pet is not within the Apartment, it will be at all times under physical restraint or leash and under the immediate supervision and responsibility of Resident;
8. The Resident will be responsible for any injury to any person, and damage to the premises caused by the pet. The Resident/Responsible Person agrees to defend and indemnify the Community for any injury to person or damage to property caused by the Pet;
9. Upon termination of this Agreement, the Resident agrees to be responsible for payment for professional cleaning, shampooing, pest eradication and deodorizing, or interior replacements (if necessary) of the Apartment or the common areas of the Community.

If the Resident is unable to meet the above conditions, the Pet will be removed within 3 days after receiving notice from Operator.

With respect to the above, Operator will follow all regulations regarding a bona fide service animal.

**Severability.** If any term or section of this Attachment is determined to be void or invalid, all remaining terms and sections of this Attachment shall remain in full force and effect.

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Resident)*

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Resident's Representative)*

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Resident's Legal Representative)*

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Operator or Operator's Representative)*

**EXHIBIT A**

**CONSUMER INFORMATION GUIDE**

Attached.

<https://www.health.ny.gov/publications/1505.pdf>

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

This is an addendum to a Residency Agreement made between BRIGHTON SENIOR CARE, LLC d/b/a The Landing of Brighton (the “Operator”), \_\_\_\_\_ (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 The Landing of Brighton located at 1350 Westfall Road, Rochester, New York 14618.

### **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.

### **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**

- a. Physical assistance with mobility/ambulation to residents who chronically require the assistance of another person to: (1) walk; and/or (2) climb or descend stairs;
- b. Assistance with medical equipment;
- c. Assistance with unmanaged urinary incontinence; and
- d. Skilled services, including:

- i. Physical assistance with feeding (if resident is self-directing, performed by an HHA, if resident is not-self directing, performed by an LPN or RN);
  - ii. Routine skin care, including the administration of topical creams and lotions;
  - iii. Administration of ear drops;
  - iv. Administration of eye drops/ointments;
  - v. Administration of nasal sprays;
  - vi. Administration of injectable medications;
  - vii. Simple dressing changes;
  - viii. Ostomy care for ostomies that have achieved normal function;
  - ix. PRN medication administration;
  - x. Medication administration, including nebulizer;
  - xi. Assistance with management of medical equipment, including oxygen equipment such as nasal cannulas, concentrators and portable oxygen;
  - xii. Performing simple measurements and test to routinely monitor medical conditions, including taking vital signs;
  - xiii. Skilled observations which need to be reported to a physician.
- e. Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to perform and carry out the tasks that the resident requires. When at capacity, the staffing plan for the EALR will include the equivalent of at least three (3) direct care aides available to residents of the EALR program per shift, but during the first shift there are five (5) direct care aides plus a number of administrative and managerial staff. The staffing plan will be adjusted to meet the acuity needs and census of residents enrolled in the enhanced program. The community is staffed with a full time nurse (40 hours per week). Each one of the Residence's personal care aides, home health aides and nurses receive comprehensive training on effectively and respectfully meeting the needs of persons retained in the Enhanced Assisted Living Residence. The training includes methods on assisting with mobility impairments and, for licensed staff, delivering the available nursing services detailed in Section IV of this Addendum.
- f. Enhanced Assisted Living Residents will reside throughout the Community. However, of the 44 EALR beds in the Community, up to 34 of those beds are designated for the SNALR unit, leaving 10 EALR beds for the rest of the Community. The entire Residence is fully equipped with necessary safety devices to protect the health, safety, and welfare of the persons in the Residence, including an automatic sprinkler system, a supervised smoke

detection system, a fire protection system, handrails, and a centralized emergency call system.

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

- a. You hire appropriate nursing, medical or hospice staff to care for Your increased needs; AND
- b. Your physician and a home care services agency 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 Residence 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.

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Resident)*

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Resident's Representative)*

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Resident's Legal Representative)*

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Operator or Operator's Representative)*

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

This is an addendum to a Residency Agreement made between BRIGHTON SENIOR CARE, LLC d/b/a The Landing of Brighton (the “Operator”), \_\_\_\_\_ (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 The Landing of Brighton located at 1350 Westfall Road, Rochester, New York 14618.

### **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**

- Specialized services to be provided in the Special Needs Residence include special daily activities to challenge dementia residents. The program is supervised by the Administrator.
- When fully occupied, the SNALR will be staffed with at least three (3) dedicated staff during the day and evening shifts, and three (3) staff during the overnight shift to serve the SNALR residents. Additionally, all Residence staff is available to attend to the needs of SNALR residents.
- Each one of our aides receive comprehensive training on effectively and respectfully meeting the special needs of persons with dementia. The training includes methods on successfully cuing residents to independently perform personal care tasks, coordinating care with the resident’s family and wandering prevention.
- The Special Needs Assisted Living Residence is organized as a secured unit that is equipped with delayed egress doors to prevent wandering. Window openings are limited to prevent accidents and elopement. The entire Residence is equipped with a



sprinkler system throughout, emergency call bells in all resident apartments and bathrooms, smoke corridors, and supervised smoke detection systems for resident safety. Secured outdoor recreational areas are also available for SNALR residents to safely enjoy the outdoors. The SNALR has its own dining room to allow for staff to accommodate resident's needs and variations in dining schedules.

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.

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Resident)*

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Resident's Representative)*

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Resident's Legal Representative)*

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Operator or Operator's Representative)*

