



ST. ANN'S

COMMUNITY
at Cherry Ridge

Assisted Living Residence

RESIDENCY AGREEMENT

**RESIDENCY AGREEMENT- RESPITE CARE
TABLE OF CONTENTS**

	PAGE
I. Housing Accommodations and Services.....	1
A. Housing Accommodations and Services.....	1
B. Basic Services.....	1
C. Additional Services.....	2
D. Licensure/Certification Status	2
II. Disclosure Statement.....	2
III. Fees.....	3
A. Basic Rate.....	3
B. Security Deposit	3
C. Rate or Fee Schedule.....	3
D. Billing and Payment Term (Monthly Statement).....	3
E. Adjustments to Basic Services Rate or Additional or Supplemental Fees	3
F. Bed Reservation	4
IV. Refund/Return of Resident Monies and Property.....	4
V. Transfer of Funds or Property to Operator.....	4
VI. Property or items of value held in the Operator’s custody for You.....	5
VII. Fiduciary Responsibility.....	5
VIII. Tipping.....	5
IX. Personal Allowance Accounts.....	5
X. Admission and Retention Criteria for an Assisted Living Residence.....	5
XI. Rules of the Residence (if applicable).....	6
XII. Responsibilities of Resident, Resident’s Representative and Resident’s Legal Representative.....	6
XIII. Termination and Discharge.....	7
XIV. Transfer.....	8
XV. Resident Rights and Responsibilities.....	9
XVI. Complaint Resolution.....	9
XVII. Miscellaneous Provisions.....	9
XVIII. Agreement Authorization.....	10

TABLE OF EXHIBITS

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

RESIDENCY AGREEMENT

- A. **This agreement** is made between (The Glen at Cherry Ridge LLC, known as The Glen or Rainier Grove) 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 900 Cherry Ridge Boulevard - Webster, New York 14580 an Assisted Living Residence (“The Residence”) known as The Glen at Cherry Ridge, LLC, known as Rainier Grove as an Adult Home.

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

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

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

B. Basic Services

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

- 1. Meals and Snacks.** 3 nutritionally well-balanced meals per day and 1 evening snack per day are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: regular, no added salt, and low concentrated sweets.
- 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 Services.** The Operator will provide regular housekeeping services within Your apartment consisting of floor care, dusting, and bathroom cleaning.

4. **Linen Service** - cleaning of towels and washcloths; pillow, pillowcase, blanket, bed sheets, bedspread.
5. **Laundry of Your personal washable clothing.**
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.
7. **Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.
8. **Personal Care.** Includes some assistance with bathing, grooming, dressing, medication acquisition, storage and disposal, assistance with self-administration of medication, toileting (if applicable), ambulation (if applicable), transferring (if applicable), and feeding (if applicable).
9. **Development of Individualized Service Plan.** The Operator will provide development of an individualized service plan, including ongoing review and revision as necessary, to help meet Your 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 I.D. of this Agreement. Such Exhibit will be updated as frequently as necessary.

II. Disclosure Statement

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

III. Fees

A. Basic Rate.

(1) Flat Fee Arrangements

The Resident, Resident’s Representative and Resident’s Legal Representative agree that the Resident (*or other specified party as indicated here _____ and who executed the Guaranty on page 10*) 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”*).

B. Security Deposit

The Resident has made and the Operator acknowledges receipt of a **SECURITY DEPOSIT** of \$ _____ equal to thirty (30) days rent. The Security Deposit may not be applied to any part of the last month's occupancy fee. Security Deposit will be held in a non-interest bearing account. Upon a termination of this Agreement, the Resident or his/her estate will receive the Security Deposit, less any expenses incurred by the Operator to restore the apartment to the condition as of the date of the execution of this Agreement, normal wear and tear excepted, and after deducting any accrued occupancy fees, unpaid charges for optional services, and any other expenses due Operator. An itemization of such deductions will be provided to the Resident or his/her estate. The Resident has the right to contest these charges and will only be liable for payment when such liability, damages, and expenses have been established by a Judge pursuant to a legal proceeding.

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.

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

Daily Rate \$ _____ *Payment due by _____.

D. Billing and Payment Terms (Monthly Statements)

The Operator will furnish the Resident with monthly statements showing the total amount of fees and other charges which shall be due and payable by the 1st day of the month. The Operator may charge a late fee of one and one-half (1.5%) percent per month on any balance unpaid by the 15th day of the month. The late fee shall be deemed additional rent.

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 stated in paragraphs 3, 4 and 5 below.
2. Since a Security Deposit is a one-time fee, there can be no subsequent increase in a Security Deposit charged to You by the Operator, once You have been admitted.

3. If You, or Your Resident Representative or Legal Representative agree in writing to a

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

4. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon a forty-five (45) days written Notice.
5. In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment, and food supplied during such emergency.

F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your temporary absence. The charge for this reservation is \$ _____ per day. The length of time the space will be reserved is _____. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this Agreement rather than reserve such space, but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

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

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

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

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

VII. Fiduciary Responsibility

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

VIII. Tipping

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

IX. Personal Allowance Accounts

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

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

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.
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 pre-admission evaluation of You and has determined that You are appropriate for admission to this Residence as a Resident, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.
4. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.

5. If you are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living 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) chronically require the physical assistance of another person in order to walk; or
 - (b) chronically required 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.
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 (if applicable)

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

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

- A. You, or Your Resident or Legal Representative to the extent specified in this Agreement, are responsible for the following:
 1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
 2. Supply of personal clothing and effects.
 3. Payment of all medical expenses including transportation for medical purposes, except when payments is available under Medicare, Medicaid or other third party coverage.
 4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a

dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.

5. Informing the Operator promptly of change in health status, change in physician, or change in medications.
 6. Informing the Operator promptly of any change of name, address and/or phone number.
 7. Obey all House Rules.
 8. Bear responsibility for all burial expenses.
- B. The Resident's Representative shall be responsible for the following: (as stated above).
- C. The Resident's Legal Representative, if any shall be responsible for the following: (as stated above).

XIII. Termination and Discharge

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

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

The grounds upon which involuntary termination may occur are:

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

3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and

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

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

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

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

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

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

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

XIV. Transfer

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

1. When You develop a communicable disease, medical or mental condition, or sustains and injury such that continual skilled medical or nursing services are required;
2. In the event that Your behavior poses an imminent risk of death or serious physical injury to him/herself or others; or

3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

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

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

XV. Resident Rights and Responsibilities

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

XVI. Complaint Resolution

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.

1. Amendments - No amendment of this Agreement shall be valid unless it is in writing and is executed by the Operator and Resident.

6. Severability - The invalidity of any restriction, condition or other provision of this agreement or any part of the same, shall not impair or affect in any way the validity or enforceability of any other portion of this Agreement.

7. Governing Law - This Agreement shall be interpreted according to and governed by the laws of the State of New York.

XVIII. Agreement Authorization

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

Dated: _____

(Signature of Resident)

Dated: _____

(Signature of Resident's Representative)

Dated: _____

(Signature of Resident's Legal Representative)

Dated: _____

(Signature of Operator or the Operator's Representative)

(Optional) **Personal Guarantee of Payment**

_____ personally guarantees payment of charges for Your Basic Rate.

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

(Date) _____

Guarantor's Signature

Guarantor's Name (Print)

EXHIBIT I.A.1.

IDENTIFICATION OF APARTMENT/ROOM

EXHIBIT I.A.3.

Cherry Ridge Assisted Living
The Glen, Rainier Grove

Furniture Policy:

It is the policy of Cherry Ridge to provide furniture to those residents who choose not to provide their own upon admission to Cherry Ridge Assisted Living.

Upon discharge from the facility the furniture remains the property of the owners, and is to remain in the facility at all times.

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

The following items have been loaned to _____

(Resident Name)

in apartment # _____ on _____.

(date)

____ Twin Bed ____ Dresser ____ Night Stand ____ Chair ____ Lamp

Resident Signature

Date

Responsible Party Signature

Date

Cherry Ridge Representative Signature

Date

EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

See Furniture Policy

EXHIBIT I.C.

CHERRY RIDGE ASSISTED LIVING
SUPPLEMENTAL SERVICES AND FEES

Insufficient Funds Fee (bounced check) Basis: Cost is the same as the local bank fee		\$30.00/Check	
Safety Pendant Replacement Fee Basis: Cost to Replace		\$100.00/Each	
Transfer Fee (does not apply to transfer due to care needs) (Applies to a move for personal preference, ig. view, location, etc.)		\$1,000.00/Move	
Photocopies		\$0.10/Copy	
<u>Dining Services</u>			
Breakfast (includes sales tax)	}	\$5.00/Meal	
Dinner (includes sales tax)		Basis: Cost of Service	\$6.00/Meal
Supper (includes sales tax)		\$8.00/Meal	
Meal Tray Delivery (no fee for sick trays)		\$4.00/Tray	
Additional Transportation Services (Based on availability and requires min. one week notice)		\$15.00/hour (1 hour min. \$.30/mile add'l)	
Replacement Key Fee Basis: Cost to Make		\$10.00/Key	

EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

<u>Provider Name</u>	<u>Address</u>	<u>Type</u>	<u>Op. Cert. #</u>
1) VNS	2180 Empire Blvd Webster, NY 14580	Certified Home Care	27016-02
2) ACM Lab	ACM Labs 1425 Portland Ave Rochester, NY 14621	Lab Services	NYDOH # 2096 CLIA 88 33D0173819
3) Podiatry Affiliate of Rochester, LLC	1500 Portland Ave Rochester, NY 14621	Podiatry	1710490263
4) HealthDirect	250 Wallace Way Rochester, NY 14624	Pharmacy	030126
5) Life Time Care	311 Winton Rd. South Rochester, NY 14623	Home Health	2701600
6) HCR	85 Metro Park Rochester NY 14623	Certified Home Health	27016-03
7) St. Ann's Outpatient Therapy Services	1500 Portland Ave. Rochester, NY 14621	Physical/Occupational/Speech Therapy	#1225067168

EXHIBIT II.

DISCLOSURE STATEMENT

The Glen at Cherry Ridge, LLC (“The Operator”) as operator of The Glen at Cherry Ridge, and Rainier Grove (“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 can be found online at [Consumer Information Guide: Assisted Living Residence \(ny.gov\)](#). A printed copy is available at the front desk.
2. The Operator is licensed by the New York State Department of Health to operate at 900 Cherry Ridge Boulevard - Webster, New York 14580 an Assisted Living Residence as well as an Adult Home for 87 beds.

The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence. This additional certification may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive 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 15 persons.
- b. Special Needs Assisted Living services for up to a maximum of 26 persons.

Optional Provision Begins

Below is a list of the needs/conditions that The Operator is able to serve and accommodate under its Enhanced Assisting Living Certification:

- (1) chronically require the physical assistance of one person to walk;
- (2) chronically require the physical assistance of one person to climb or descend stairs;
- (3) are dependent on medical equipment and require more than intermittent or occasional assistance from staff; or
- (4) have chronic unmanaged urinary or bowel incontinence.

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

Alzheimer's /Dementia

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

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

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

3. The owner of the real property upon which the Residence is located is St. Ann's Senior Housing, Inc. The mailing address of such real property owner is 900 Cherry Ridge Boulevard - Webster, New York 14580. The following individual is authorized to accept personal service on behalf of such real property owner: The Administrator

4. The Operator of the Residence is The Glen at Cherry Ridge, LLC. The mailing address of the Operator is 900 Cherry Ridge Boulevard - Webster, New York 14580. The following individual is authorized to accept personal service on behalf of the Operator: The Administrator

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

There Are None

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

There Are None

7. Residents have the right to receive service from licensed providers with whom the Operator does not have an arrangement but must coordinate services with the Case Manager.

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

9. *There are available public funds for payment for residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services.*

10. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator or regarding Home Care Services is 1-800-628-5972.

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the resident. 585- 244-8400, ext. 114 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ombudsman.state.ny.us.

EXHIBIT III.A.2.

TIERED FEE ARRANGEMENTS

N/A

EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

N/A

EXHIBIT III.C.

**THE GLEN
ASSISTED LIVING**

2026 Daily Fee Schedule

	<u>Basic</u>	<u>Enhanced Care</u>
Magnolia Studio	\$246/Day	\$286/Day
Aspen Studio	\$253/Day	\$293/Day
Maple 1 Bedroom**	\$261/Day	\$301/Day
Oak 1 Bedroom**	\$269/Day	\$309/Day
Oak w/Den 1 Bedroom w/Den	\$289/Day	\$329/Day
Second Person Charge	\$ 67/Day	\$107/Day

**Denotes apartment that can accommodate a second related person

EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

N/A

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

N/A

EXHIBIT XI.
Cherry Ridge Assisted Living
Policies, House Rule, and Regulations

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

XIV

12. Residents are responsible for the security of their own personal belongings and money. We recommend that rooms be kept locked at all times and personal items be secured within the room. Lockable storage is provided in each resident room. "Operator" is responsible if the loss is caused by or due to negligence of the Operator or the Operator's agents, employees, or contractors.
13. Residents who develop medical or psychiatric conditions that render them inappropriate for adult home residence under the criteria established by New York State Law and Department of Health regulations may transfer to an appropriate setting at any time without penalty.
14. All other residents choosing to terminate their admission or any supplement to agreement must provide thirty days notice. Without thirty days notice, Cherry Ridge Residents are required to pay one month's rent, and if applicable, supplement charges beyond the date when they notify Cherry Ridge of their decision to terminate the agreement. Payment continues until all belongings are removed from the apartment and keys are returned.
15. No burning of candles or incense in the facility. No open flame or smoking material.
16. Staff is obligated to contact the family whenever a resident experiences illness, falls, or has other accidents, and/or receives any kind of injury, or exhibits behavior that constitutes a danger to self or others, as well as when the resident's whereabouts are unknown for 24 hours.
17. Alcoholic beverages are permitted- resident must have a physician order indicating that alcohol intake is permitted, there are no contraindication with current medication regimen, resident can store in own room or if central storage is required.
18. For your safety security cameras are located at EXIT doors throughout the community and monitored by Security.
19. Pet visits are allowed if accompanied by a responsible adult and guidelines are followed. Refer to pet policy for resident-owned pets.
20. Firearms are not permitted in the Assisted Living Residences.
21. Anything considered medical equipment (i.e. bath bench, bedrails or hospital beds) must have prior approval.
22. Throw rugs are not permitted.

Date

Resident's Signature

Date

Cherry Ridge Representative

XV
EXHIBIT XV.
RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN
ASSISTED LIVING RESIDENCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER, THAT IF A RESIDENT, RESIDENT REPRESENTATIVE OR LEGAL REPRESENTATIVE AGREES IN WRITING TO A SPECIFIC RATE OR FEE INCREASE THROUGH AN AMENDMENT OF THE RESIDENCY AGREEMENT DUE TO THE RESIDENT'S NEED FOR ADDITIONAL CARE, SERVICES OR SUPPLIES, THE OPERATOR MAY INCREASE SUCH RATE OR FEE UPON LESS THAN FORTY-FIVE DAYS WRITTEN NOTICE.

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.

XVII

(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 CONSPICIOUS POSTING IN THE RESIDENCE, ON AT LEASE A MONTHLY BASIS, OF THE THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED AND / OR SPECIAL NEEDS ASSISTED LIVING PROGRAMS.

XVIII

EXHIBIT XVI.

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATION

Grievance Procedure - Policy

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

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

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

Grievance Procedure:

Admissions Director/
Case Manager

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

Administrator/
Designee

2. All staff will be informed of the complaint procedure, the Responsibility inherent in receiving a complaint, trained and Encouraged to work with residents and families respectfully at all times and to help or assist in any way possible. The staff will be properly inserviced on the Grievance/Complaint Document (*2F – Form 003-01 – Grievance Document*).

3. Any complaint, verbal or in writing may be received by any staff member the resident and/or family member feel comfortable with.

4. All complaints will be forwarded to the Case Manager for review and then forwarded to the Administrator.

Administrator

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

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| Staff | 6. Ensures that all written complaints will be investigated and Replied to within fifteen (15) days. |
| Administrator | 7. Reviews all written responses. |
| Administrator/
Case Manager | 8. Preferably, resolutions or explanations will be given in person and verbally to the individual making the complaint by the Administrator/Case Manager.

9. Discussions and interviews with the complainant and others will occur as needed to resolve the issue. |