CONSUMER SUMMARY

Facility Posting

Facility Operating Certificate Name	Peregrine Senior Living at Orchard Park Operating Certificate #: 240-F-910
Full Address	101 Sterling Dr Orchard Park NY 14127
Website link Facility	https://peregrineorchardpark.com/
Website link DOH	https://www.health.ny.gov/facilities/adult_care/residence_quality/
Starting rent for each license and certification	ALR/SNALR/EALR Companion Suite: starting at $8,730 per month Private Suite: starting at $9,985 per month Please download a brochure to obtain Community's rates sheet.
Summary of Services (consistent language)	Every Assisted Living Residence offers meals, some assistance with personal care, like bathing, dressing and grooming, medication assistance, supervision and monitoring, a program of activities, case management, housekeeping and laundry service, special diets, spiritual and religious services, on site beauty salon. This list is a summary and not exhaustive. Additional Details can be found in the approved Residency Agreement below.
Cost for Additional Services – Tier billing or other	For the cost and details of the additional services and tiered billing for higher support needs, please see the approved Residency Agreement below.



at

Orchard Park

Residency Agreement

RESIDENCY AGREEMENT TABLE OF CONTENTS

I. Housing Accommodations and Services....2
A. Housing Accommodations and Services....2
B. Basic Services....3
C. Additional Services....6
D. Licensure/Certification Status....6
II. Disclosure Statement....6
III. Fees....7
A. Basic Rate....7
B. Supplemental, Additional or Community Fees....7
C. Rate or Fee Schedule....9
D. Billing and Payment Terms....9
E. Adjustments to Basic Rate or Additional or Supplemental Fees....10
F. Bed Reservation....11
IV. Refund/Return of Resident Monies and Property....11
V. Transfer of Funds or Property to The Operator....12
VI. Property or items of value held in The Operator's custody for You....12
VII. Fiduciary Responsibility....12
VIII. Tipping....13
IX. Personal Allowance Accounts....13
X. Admission and Retention Criteria for an Assisted Living Residence....14
XI. Rules of the Residence (House Rules)....16
XII. Responsibilities of Resident, Resident's Representative and Resident's Legal Representative....16
XIII. Termination and Discharge....17
XIV. Transfer....19
XV. Resident Rights and Responsibilities....20
XVI. Complaint Resolution....21
XVII. Miscellaneous Provisions....21
XVIII. Agreement Authorization....22
SNALR Addendum....24
EALR Addendum....25

TABLE OF EXHIBITS

Exhibit 1: Identification of Room 26
Exhibit 2A: Furnishings/Appliances Provided by The Operator 27
Exhibit 2B: Furnishings and Appliances Provided by You 28
Exhibit 3: Licensure/Certification Status of Providers 29
Exhibit 4: Disclosure Statement 30
Exhibit 5: Additional Services/Amenities Available 33
Exhibit 6A: Tiered Fee Arrangements 34
Exhibit 6B: Resident Summary of Charges 36
Exhibit 7: Supplemental, Additional or Community Fees 37
Exhibit 8: Transfer of Funds or Property to Operator 38
Exhibit 9: Property/Items Held by the Operator for You 39
Exhibit 10: Resident Rights and Responsibilities 40
Exhibit 11: Resident Grievances and Recommendations 42
Exhibit 12: DOH Consumer Information Guide: Assisted Living Residence 44

PEREGRINE SENIOR LIVING AT ORCHARD PARK RESIDENCY AGREEMENT

A. This agreement is made between TP Orchard Park OPCO, LLC. (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 101 Sterling Drive, Orchard Park, NY 14127, an Assisted Living Residence known as Peregrine Senior Living at Orchard Park ("The Residence"), and as Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence, and Special Needs Assisted Living Residence.

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

Agreements

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 Room.

You may occupy and use a ☐ private room or ☐ semi-private room (the "room") identified on Exhibit 1, and subject to the terms of this Agreement.

2. Common areas.

Pursuant to regulation at Title 18 of New York Codes, Rules and Regulations, at Section 485.149b), coupled with federal regulation at Title 42 of the Code of Federal Regulations, at Section 441.301(c)(5), for at least ten (10) hours per day, between the hours of 9:00 a.m. and 8:00 p.m. you will be provided with unrestricted access to common areas Unrestricted access to the lounges and multipurpose activity rooms are available 24 hours a day.

3. Furnishings/Appliances Provided by the Operator.

Attached as Exhibit 2A and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your room.

4. Furnishings/Appliances Provided by You.

Attached as Exhibit 2B and made a part of this agreement is an inventory of furnishings, appliances and other items supplied by you in your room/room.

Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, safety 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.

The Operator shall provide three (3) nutritionally well-balanced meals per day and one (1) snack per day. The following modified diets will be available to You if ordered by Your physician and will be included in Your Individualized Service Plan: Regular Diet, Regular Diet with diet desert, CAT (consistency as tolerated) as ordered by a medical provider, and a Finger Food menu. In addition to these meals and snacks, food and drink are available to You 24 hours per day, 7 days a week at drink stations and upon request to staff.

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 visible common area of the Residence.

3. **Housekeeping.**

The Operator will provide You with weekly housekeeping services for your room that includes general tidying of the room, emptying the trash, cleaning the floor, wiping and sanitize the flat surfaces and high touch areas, mopping the bathroom, clean and sanitizing the sink, toilet, and shower bathroom. In addition, housekeeping services include daily tidying, cleaning, and sanitizing of all common areas.

4. **Linen Service.**

The Operator will make available as necessary to the Resident a sufficient supply of the following linens clean and in good condition: towels, washcloths; pillow, one (1) pillowcase, one (1) blanket two (2) bed sheets, and one (1) bedspread. The Operator will wash the towels and linens at least twice a week and more often if needed. Blankets, bedspreads, and other furnishings will be laundered as often as necessary. The Resident has the option of providing his or her own linens and the Operator agrees to launder any linens supplied by the Resident provided that such linens are in good repair.

5. **Personal Laundry**

The Operator will launder the Resident's personal clothing at least twice a week, more frequently if needed. If the Operator deems that the Resident can do so, the Resident may elect to launder his or her own personal laundry.

6. **Supervision on a 24-hour basis.**

The Operator will provide appropriate staff onsite to provide supervision services in accordance with the law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as

well as the other components of supervision as specified in law and required by the New York State Department of Health.

7. Case Management.

The Operator will provide appropriate staff to provide case management services in accordance with the law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address your identified needs and interests.

8. Personal Care.

Pursuant to Title 18 of New York Codes, Rules, and Regulations at Section 487.9(g)(2), the Operator will provide a minimum of three and three-quarter (3.75) hours per week of personal care services including:

- Wellness checks such as weight and blood pressure monitoring; and
- Basic assistance with bathing, grooming, dressing, toileting (*if applicable*), ambulation (*if applicable*), transferring (*if applicable*), meal supervision, medication acquisition, storage and disposal, assistance with self-administration of medication.

9. Development of Individualized Service Plan

The Operator will develop, monitor, and update as necessary an Individualized Service Plan for the Resident, specifying the services deemed necessary to meet the Resident's needs and wishes. Such Service plan shall meet applicable New York State codes, rules and regulations for a licensed Adult Home Program, Assisted Living Residence, Special Needs Assisted Residence and Enhanced Assisted Living Residence. The initial

Individualized Service Plan will be developed in conjunction with the Resident's medical provider and will be updated every six (6) months, whenever ordered by your medical provider or as frequently as necessary to reflect the Resident's changing care needs.

C. Additional Services

Exhibit 5 attached to and made a part of this Agreement, describes in detail, any additional services, or amenities available for an additional or supplemental 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 3 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 4 which is attached to and made part of this Agreement.

III. Fees

A. Basic Rate

1. Fee Definitions.

Assisted Living Residences are permitted to charge for services on a flat fee basis, where all Basic Services in Section I.B are included in a single fee, or on a tiered fee basis, where charges for Basic Services in Section I.B are determined by the type of services provided or the number of hours of care provided. This is referred to as the "Basic Rate".

Peregrine Senior Living at Orchard Park operates with a tiered fee Basic Rate in which the Basic Rate depends on the number of hours of care provided per week for some types of service. The fee for each 'tier' of care, are set forth in detail in Exhibit 6 A and made part of this Agreement. This exhibit describes the hours of services provided, the fees for each 'tier' of care, and describes who will be providing care, if other than staff of the Operator.

2. Basic Rate summary.

Your monthly Basic Rate, which is the sum of the fee for accommodations, the basic services, and any tiered fee if applicable, as of the date of this agreement, is $_____ per month, as is summarized in Exhibit 6 A.

The daily rate is $ _____ per day calculated at Your monthly rate multiplied by 12 and divided by 365.

Additional fees may apply as noted below in Exhibit 6 B.

Your total monthly cost is $_____/ month.

B. Supplemental, Additional or Community Fees

The residency agreement includes a description of supplemental, additional or community fees from the Operator directly or through arrangements with the Operator, stating who provides such services if not the Operator, and provide a detailed explanation of the services and amenities covered by the rates, fees or charges.

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

Supplemental Fees must be at the Resident option. In some cases, the law permits the Operator to charge an Additional Fee without the express written approval of the Resident (See Section III (E) of this agreement below)

A Community Fee is a one-time Fee that the Operator may charge at the time of admission. A Community fee cannot be used to cover administrative costs required by the Operator including, but not limited to, an application fee. The Operator must clearly inform the prospective Resident what the amount of the Community Fee will be, the Community's specific conditions for refunds and any additional conditions regarding the fee. The prospective Resident, once fully informed of the terms of the Community Fee, may choose whether to accept the Community Fee as a condition of residency in Peregrine Senior Living at Orchard Park, or to reject the Community Fee and thereby reject residency at Peregrine Senior Living at Orchard Park. (See Exhibit 7)

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

C. Rate or Fee Schedule.

Attached as Exhibit 6B, and made a part of this Agreement, is a rate or fee schedule, covering both the Basic Rate and any Additional, Supplemental or Community Fees, for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such rates, fees, or charges.

D. Billing and Payment Terms

The Operator shall provide the Resident or the Resident's Representative a monthly billing statement on or about the 20th day prior to the beginning of the billing month, specifying the Basic Monthly Fee, charges for Personal Care Services fees (if any), charges for optional additional services incurred by the Resident, if any, and the Enhanced Assisted Living Residence Fee if any.

Payment is due by the 1st day of each month and shall be delivered or mailed to:

Peregrine Senior Living at Orchard Park
101 Sterling Dr.
Orchard Park, NY 14127

Upon execution of this Agreement, the Resident shall be billed the pro-rated amount for the number of remaining days in the current month of admission. The billing for the first full month and all months thereafter will be the full monthly service fee rate as stated above.

The Operator reserves the right to assess a late payment Fee of $100 on the 6th of the month, which will accrue an additional $10 per day until payment is received. If the Resident, the Resident's Representative, or the Resident's Legal Representative is no longer able to pay for services provided in this agreement or additional services or care needed by You, the Operator

may decide to terminate the Residency Agreement in accordance with the provisions regarding termination of the agreement set forth in Section XIII.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

1. You have the right to a 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 following exceptions:
    a. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your 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, through an amendment to the Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written Notice.
    c. In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergencies.
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.

.

F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.(A) (1) above in the event of Your absence. The charge for this reservation is $_____ per day (calculated at a prorated daily rate based on your monthly rent) with the total daily rate for a one-month period not to exceed the established monthly rate. The length of time the space will be reserved is indefinite, provided you continue to pay the Base Rate per Section III of this agreement. A provision to reserve residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of Your discharge, but in no case more than three (3) business days after You leave Peregrine Senior Living at Orchard Park, The Operator must provide You, Your Resident or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at Peregrine Senior Living at Orchard Park. 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 based on a per diem proportion, 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 in which Peregrine Senior

Living at Orchard Park is located to determine what should be done with property of Your estate.

V. Transfer of Funds or Property to The 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 8 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 a listing is attached as Exhibit 9 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

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

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

SSI is a federal program for those who meet the definition of disabled and have limited income and resources. Information regarding SSI is available at https://otda.ny.gov/programs/disability-determinations. SNA provides cash assistance to eligible individuals who meet specific criteria. SNA information is available online at https://otda.ny.gov/programs/temporary-assistance/.

You must indicate one of the following:

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

☐ I receive SNA funds ☐or I have applied for SNA funds____

☐ I do not receive either SSI or SNA funds _____

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

X. Admission and Retention Criteria for an Assisted Living Residence

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

6. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, The Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of this 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 require:
    a. Assistance with medical equipment to include oxygen, nebulizers, oxygen concentrators, continuous positive airway pressure machine (C-PAP/BiPAP), ostomies and catheter.
    b. Administration of PRN medications
    c. Assistance with non-sterile clean bandage.
    d. Administration of topical medications, eye drops, ear drops, nasal sprays, inhalers, suppositories, or enemas.
    e. Periodic or On-going Skilled Nursing Assessments
    f. Full physical assistance with bathing.
    g. Full physical assistance with dressing and grooming; and
    h. Full physical assistance with toileting and hygiene support with unmanaged urinary or bowel incontinence as necessary.

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 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 (House Rules)

You, Your Resident's Representative, and Your Legal Representative will observe and abide by the House Rules of the Community as set forth in the Resident Handbook that has been provided to You. By signing this agreement, You and Your representatives acknowledge that you have received a copy of, and agree to comply with, all rules of the residence set forth in the Community's Resident Handbook.

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 are 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.

B. The Resident's Representative shall be responsible for the following: Section XII A: 1 through 6 that are not performed by the Resident.

C. The Resident's Legal Representative if any shall be responsible for the following: Section XII A: 1 through 6 that are not performed by the Resident.

XIII. Termination and Discharge.

This Residency Agreement and residency in Peregrine Senior Living at Orchard Park may be terminated in any of the following ways:

A. By mutual agreement between You and The Operator.

B. Upon thirty (30) days' notice from You or Your Representative to The Operator of Your intention to terminate this Agreement and leave the residence.

C. Upon thirty (30) days written notice from The Operator to You, Your Representative, Your next of kin, the person designated in this agreement as the responsible party and any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below and then only if The Operator initiates a court proceeding and the court rules in favor of The Operator.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which Peregrine Senior Living at Orchard Park is not permitted by law or regulation to provide.

2. Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else.
3. You, Your Representative, or Your Legal Representative fail to make timely payment for all authorized charges for The Operator services including use and occupancy of the premises, materials, equipment, and food which the Resident has agreed to pay under the terms of this Agreement. If Your failure to make timely payment results 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, Your Representative, or Your Legal Representative agree to cooperate with such efforts by The Operator to obtain such public 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 Peregrine Senior Living at Orchard Park.
5. The Operator has its operating certificate limited, revoked, suspended, or The Operator has voluntarily surrendered the operation of the facility.
6. A Receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in Peregrine Senior Living at Orchard Park to other residences or is making other provisions for the Residents' continued safety and care.

If The Operator elects to terminate the Residency Agreement for any of the reasons stated above, The Operator shall provide You written notice of termination and discharge, which must

be at least thirty (30) days after delivery of notice, specifying the reason(s) for termination, and providing a statement of Your right to object along with 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 initiate a special proceeding in court. You shall 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 the 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. In the event The Operator is seeking to transfer or discharge You, The Operator must assist 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, The Operator may seek appropriate evaluation and assistance and may arrange for Your transfer to an appropriate and safe location, prior to termination of a Residency Agreement and without thirty (30) days' notice or court review for the following reasons:

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

B. Your behavior poses an imminent risk of death or serious physical injury to You or others; or

C. 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 Peregrine Senior Living at Orchard Park to other residences or is making other provisions for the Residents' continued safety and care.

If You are transferred, in order to terminate this Residency Agreement, The Operator must proceed with the termination requirements as set forth in Section 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 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 A and B 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 10 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 Peregrine Senior Living at Orchard Park. 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 the Resident grievances and recommendations for change or improvement in Peregrine Senior Living at Orchard Park' operations and programs are attached as Exhibit 11 and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of Peregrine Senior Living at Orchard Park. The Operator agrees that the Residents of Peregrine Senior Living at Orchard Park 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 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 Peregrine Senior Living at Orchard Park from the date of execution until three (3) years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of

Health upon request at any time.

4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

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

The Operator cannot mandate that a resident or other person agree to a guarantor of payment as a condition of admission unless the Operator has reasonably determined on a case-by-case basis, that the prospective resident would lack either the current capacity to manage financial affairs and/or the financial means to assure payments due under this Residency Agreement.

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

_____ personally, guarantees payment of charges for the services, materials, or equipment, provided to You, that are not covered by the Basic Rate and are noted in Exhibit 6B.

_____ _____

(Date) Guarantor's Signature

_____

Guarantor's Name (Print)

(Optional) Guarantor of Payment of Public Funds

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

_____ _____

(Date) (Guarantor's Signature)

_____

Guarantor's Name (Print)

SNALR Addendum

See signed SNALR Addendum attached to, and made a part of, this Residency Agreement

EALR Addendum

See signed EALR Addendum, if *applicable,* attached to, and made a part of, this Residency Agreement

Exhibit 1: Identification of Room

Resident Name: _____

Unit #: _____

Unit Type: Check One: ☐ Private or ☐ Semi-private and is provided subject to the terms of this agreement

Unit Location: _____

Exhibit 2A: Furnishings/Appliances Provided by The Operator

When not supplied by the resident, The Operator must provide each Assisted Living resident with the following minimum household equipment:

- a standard, single bed in good repair, and equipped with
    - clean springs maintained in good condition.
    - a clean, comfortable, well-constructed mattress, standard size for the bed.
    - a clean, comfortable pillow of average bed size.
- a chair.
- a lamp.
- curtains, shades or blinds for each window.
- lockable storage for personal articles and medication which cannot be removed at will.
- individual dresser and closet space for the storage of resident clothing.
- table.
- household linens including, at a minimum, a pillow, a pillowcase, two (2) sheets, at least one (1) blanket, a bedspread, towels, and washcloths.
- household supplies and equipment including soap and toilet tissue.
- A hinged, lockable entry door.
- in the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy.

Exhibit 2B: Furnishings and Appliances Provided by You

Residents are permitted to bring any of the items below. Those that you provided are identified with a checkmark.

_____ bed
_____ wastebasket
_____ lamp (1 or 2)
_____ easy chair
_____ bed linens
_____ pillow
_____ bedspread
_____ nightstand
_____ table
_____ chest of drawers
_____ toilet tissue, soap
_____ bath linens
_____ non-skid bathmat
_____ shower curtain
other _____
other _____

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

• Area rugs • Candles, incense, Potpourri burners, Essential oil diffusers, Air fresheners • Hot plates, Heating pads, heating blankets, space heaters • Needles (i.e., crochet, sewing, pins, injectable, etc.) (Knitting/crochet needles may be stored with our activities department) • Firearms/weapons of any kind/knives • Blow dryers, curling irons, flat irons or hot rollers • Curtains that are made from material that is NOT a fire-retardant material. • Narcotics/illegal drugs	• Expensive jewelry • Peroxide/rubbing alcohol/Band-Aids. • Tools/Scissors • Flammable liquids ex. Nail Polish remover • Food cannot be kept in residents' rooms. Any food brought in must be given to staff to store in locked cabinets or refrigerators. • Medication of any type, including over the counter. All medications must be kept in the community medication carts. This includes vitamins, antacids, cough drops and medicinal creams. • Extension cord, multiple adaptors, 3-way plug

Exhibit 3: 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. We will, however, make every effort to assist our Residents with obtaining from outside providers, any home care or personal services they may desire. We will coordinate the care provided by the Operator and the additional nursing, medical or hospice services.

Exhibit 4: Disclosure Statement

1. TP Orchard Park OPCO LLC, (The Operator) as operator of Peregrine Senior Living at Orchard Park, hereby discloses the following, as required by Public Health Law Section 4658 (3).
2. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit 12 of this Agreement.
3. The Operator is licensed by the New York State Department of Health to operate at 101 Sterling Dr., Orchard Park, NY 14127 an Adult Home as well as Assisted Living Residence.
4. 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 Peregrine Senior Living at Orchard Park and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services, if the other conditions of residency set forth in this Agreement continue to be met.
5. The Operator is currently approved to provide:
    a. Enhanced Assisted Living services for up to a maximum of 20 persons.
    b. Special Needs Assisted Living services for up to a maximum of 52 persons.
6. The Operator will post prominently in Peregrine Senior Living at Orchard Park, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services and Special Needs Assisted Living programs.

7. 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 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 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 room within Peregrine Senior Living at Orchard Park.

8. The owner of the real property upon which Peregrine Senior Living at Orchard Park is located is:

   TP KCB Orchard Park PropCo, LLC
   c/o Tunbridge Peak
   2265 E. Murray Holladay Road
   Holladay, UT 84117
   Attn: Matthew McConkie

9. The following individual is authorized to accept personal service on behalf of such real property owner:

   Mark Farchione
   c/o Peregrine Senior Living
   217 Montgomery St. Syracuse, NY 13202

10. The Operator of Peregrine Senior Living at Orchard Park is:

    TP Orchard Park OPCO, LLC
    c/o Peregrine Senior Living
    217 Montgomery St. Syracuse, NY 13202

11. The following individual is authorized to accept personal service on behalf of The Operator:

    Mark Farchione
    c/o Peregrine Senior Living,
    217 Montgomery St. Syracuse, NY 13202

12. 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 Peregrine Senior Living at Orchard Park: NONE
13. 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 Peregrine Senior Living at Orchard Park, in The Operator: NONE
14. The Operator fully supports the resident's right to choose to receive services from service providers with whom The Operator does not have an arrangement.
15. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
16. Public funds may be available for payment of residential, supportive or home care services, including, but not limited to, Medicare coverage of home health services.
17. 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 is 866-893-6772.
18. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number 855-582-6769 to request an Ombudsman to advocate for the resident. The Local LTCOP telephone number is 716-817-5626. To identify the current Ombudsperson for your community, go to the NYSLTCOP web site at www.ltcombudsman.ny.gov and search your community's address.
19. New York State's laws and regulations applicable to adult care facilities and assisted living residences can be found in Article 7 of the Social Services Law, Article 46-B of the Public Health Law, 18 NYCRR sections 485-487 and 10 NYCRR Part 1001. Operators are also subject to certain federal regulations found at 42 CFR 441.301(c)(4).

Exhibit 5: Additional Services/Amenities Available

The following services, supplies or amenities are available from The Operator directly or through arrangements with The Operator for the following additional charges which will be reflected in your monthly invoice after the service is provided:

ITEM	Paid for By	
	COMMUNITY	RESIDENT
Clothing Purchase & Repairs		X
Activities Supplies	X	
Linen	X	
Personal Laundry	X	
Personal Toiletries		X
Catering – Prices quoted upon request		X
Telephone Service & Long-Distance Calls		X
Salon Services: Current pricing is posted in Salon		X
TV (Basic Service) and internet usage		X

Please note that the Operator can provide you with additional services at fees to be determined at the time the service is requested or the Operator can help you locate someone in Peregrine Senior Living at Orchard Park to help you. Also note that these prices are subject to change from time to time.

Exhibit 6A: Tiered Fee Arrangements

All residents receive Basic Services in addition to their Housing Accommodations as part of their Basic Rate. Basic Services include reminders (e.g., meals, showers, etc.); wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting *(if applicable),* ambulation (if applicable), transferring (if applicable) meal supervision, medication acquisition, storage and disposal, and assistance with self- administration of medication.

As an Adult Home Resident, You will be provided a minimum of three and three-quarter (3.75) hours per week of Personal Care, as provided by reminders, cuing, supervision and occasional physical assistance. Frequent or consistent need for greater than 3.75 hours per week of assistance with ADLs: bathing, grooming, dressing, toileting *(if applicable),* ambulation (if applicable), transferring (if applicable) meal supervision, medication acquisition, storage and disposal, and assistance with self-administration of medication may require additional care packages and fees.

Peregrine Senior Living at Orchard Park utilizes tiered fee arrangements.

Tiered Fee Determination:

Tiered fees are determined by a comprehensive evaluation performed by the administrator or case manager and, if necessary, in conjunction with an appropriately licensed and trained employee of the operator, such as a registered professional or licensed practical nurse, and in consultation with Your physician, prior to move-in, whenever there are significant changes in Your needs including assistance with ADL tasks; upon Your physician's request; and every six (6) months after You move-in.

If the comprehensive evaluation indicates that You require services more than the basic personal care level, You will be placed in the appropriate Care Package for Your level of care based on the total hours of care needed as determined by Your evaluation and You will be required to pay the associated additional Care Package fees. Although some of the services You require may necessitate admission to the Enhanced

Assisted Living Residence (EALR) or Special Needs Assisted Living Residence (SNALR), there is no additional cost beyond the care package for which you qualify.

All Care Packages include Basic Services as described in Section IB of this agreement and are determined as follows:

Package	Hours of Care	Additional Cost
Basic Rate	up to 12.5 hrs./week	No Additional Charge
Care Package 1	12.6 hrs./week - 22.5 hrs./week	$1,200/month
Care Package 2	22.6 or more hrs./week	$1,800/month

NOTE: We do not guarantee that any resident will receive a specific number of minutes or amount of care on any given day or time. The care level assigned to a resident represents an estimate only of the approximate average range of care minutes or amount of care that we anticipate we will provide to the Resident.

NOTE: As this Community is 100% Memory Care, all beds are memory care beds and as such, You are required to sign a Special Needs Assisted Living Residence Addendum but with **no additional cost beyond that what you are paying for the care package that has been determined to meet your needs.**

Services that require admission to the EALR program include:

- Assistance with medical equipment to include portable oxygen, nebulizers, oxygen concentrator continuous positive airway pressure machine (C-PAP, BiPAP), ostomies and catheters.
- Assistance with non-sterile clean bandage.
- Assistance with PRN medications.
- Assistance with eye drops, ear drops, nasal sprays, inhalers, suppositories, and enemas
- Periodic or On-going Skilled Nursing Assessments.
- Full assistance with bathing.
- Full assistance with dressing and grooming.
- Full assistance with toileting and hygiene support for incontinence management.

Peregrine Senior Living at Orchard Park

Exhibit 6B: Resident Summary of Charges

Property Name: _____ **Date:** _____

Admission: _____ **Discharge:** _____ **Change:** _____

Resident Name: _____ **Effective Date**:** _____

**The day to start or last day to bill

Social Security #: N/A

Date: _____

Room #: _____ **Room Type**:** _____ **Total Monthly Fee:** $0.00

**MCP/ALP=Private ALC/MCC=Shared

Level of Care: _____

Prorate Rent Calculation:

# of days rent is to be charged: _____ **Application/Community Fees:** _____

MONTHLY CHARGES:	**Monthly Rate**	x 12 months	/365 = **Daily Rate**	x the # of days to be billed =	**Prorated Rent**
Basic Room Rate:		$0.00	$0.00	0	$0.00
Level of Care :		$0.00	$0.00	0	$0.00
Other(split LOC's, etc.):		$0.00	$0.00	0	
		$0.00	$0.00	0	
		$0.00	$0.00	0	
Total Monthly fee Due:	**$0.00**		**$0.00**		**$0.00**

We, the undersigned, acknowledge and agree to the foregoing monthly charges:

_____ _____
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)

Exhibit 7: Supplemental, Additional or Community Fees

The Operator charges a one-time Community Fee of $ 2500. The Fee must be paid upon signing this agreement. The Community Fee is entirely refundable if Resident does not move into Peregrine Senior Living at Orchard Park. Once the resident is admitted to Peregrine Senior Living at Orchard Park the Fee is non-refundable

A Resident may choose whether to accept the Community Fee as a condition of residency in Peregrine Senior Living at Orchard Park or reject the Community Fee and thereby reject residency at Peregrine Senior Living at Orchard Park.

See Exhibit 5 for full disclosure of all additional services and amenities.

Exhibit 8: Transfer of Funds or Property to Operator

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

Items given to be transferred:

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

This listing shall include any agreements made by third parties for Your benefit.

Exhibit 9: Property/Items Held by the Operator for You

A NYS form is provided for listing all resident's property held by The Operator.

Attached Form DOH 5194.

NEW YORK STATE DEPARTMENT OF HEALTH
Adult Care Facility/Assisted Living

Adult Care Facility Inventory of Resident Property

FACILITY NAME: _____ **OPERATING CERTIFICATE NUMBER:** _____

ITEM	QUANTITY	ESTIMATED $ VALUE (if known)	RESIDENT NAME / DESCRIPTION	INVENTORY DATE	DATE RETURNED TO RESIDENT	RESIDENT INITIALS

RESIDENT SIGNATURE	DATE	AUTHORIZED FACILITY REPRESENTATIVE SIGNATURE	DATE
X		X	

DOH-5194 (DSS-3027) (Revised 7/78, 6/14, 10/15, 12/15)

Exhibit 10: Resident Rights and Responsibilities

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 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 The 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 the then-current vacancies available, if any, under The Operator's enhanced and/or special needs assisted living programs.

Waiver of any of these resident rights shall be void. A resident cannot lawfully sign away the above stated rights and responsibilities through a waiver or any other means.

Exhibit 11: Resident Grievances and Recommendations

It shall be the policy of Peregrine Senior Living at Orchard Park, to respond to any grievance voiced by a resident and/or their representative, without fear of reprisal or punishment.

In the event a resident and/or resident's representative has a grievance, the following steps should be taken:

1. Resident and/or resident's representative should discuss the complaint with a staff person.

2. If unable to resolve the grievance with a staff person, the resident and/or their representative should request to speak with a supervisor.

3. If unable to resolve the grievance with step two, the resident and/or their representative should request to speak with the Administrator or designee. The Administrator or designee's hours of work are Monday through Friday 8:30 a.m. to 4:30 p.m., and their office is located in the administration area by the front lobby.

   If the Administrator or designee is not in the building or is not available, the grievance can then be submitted in writing to the Administrator or designee. The Administrator or designee shall respond within three (3) days of receipt of the complaint by contacting the resident and/or representative to meet at a mutually agreed time to discuss the complaint. After the complaint has been addressed, the Administrator, or designee, will then state, in writing, the outcome of the meeting and submit directly to the resident and/or representative.

4. If unable to resolve the grievance with step three, the written grievance and the written response by the Administrator or designee shall be forwarded to the Director of Operations for Peregrine. The Director of Operations shall respond within seven (7) days of the receipt of the complaint.

5. If the grievance cannot be resolved and no resolution is apparent, the grievance may then be filed with the local ombudsman. A Residence representative shall assist the resident and/or representative in forwarding the written grievance to the appropriate address and contact person.

6. If at any time a resident wishes to submit their grievance or recommendation to Peregrine Senior Living at Orchard Park but wishes to remain anonymous, they may drop their written Grievance/Complaint information or form into the Peregrine Health Management suggestion box located in the front of the building. (Forms are available in the front lobby.) All anonymous grievances and/or recommendations submitted to the suggestion box, will be addressed and discussed at the monthly Resident Council Meeting as will all resolutions or actions taken pertaining to anonymous grievances and/or recommendations.

7. The monthly Resident Council Meeting will act as the catalyst for residents to openly participate in planning for changes and/or improvements in the operation of Peregrine Senior Living at Orchard Park

8. For the communities that focus on specifically dementia residents, a family council meeting will be established so representatives can communicate concerns and issues.

9. Submissions of grievances and/or recommendations will be kept confidential, including the identification of staff to whom grievances and recommendations have been made.

Exhibit 12: DOH Consumer Information Guide: Assisted Living Residence

TABLE OF CONTENTS

	Page
What is an Assisted Living Residence?	3
Who Operates ALRs?	4
Paying for an ALR	4
Types of ALRs and Resident Qualifications	4
Basic ALR	4
Enhanced ALR (EALR)	5
Special Needs ALR (SNALR)	5
Comparison of Types of ALRs	6
How to Choose an ALR	7
Visiting ALRs	7
Things to Consider	7
Who Can Help You Choose an ALR?	8
Admission Criteria and Individualized Service Plans (ISP)	9
Residency Agreement	9
Applying to an ALR	9
Licensing and Oversight	10
Information and Complaints	10
Glossary of Terms Related to Guide	11

INTRODUCTION

This consumer information guide will help you decide if an assisted living residence is right for you and, if so, which type of assisted living residence (ALR) may best serve your needs.

There are many different housing, long-term care residential and community based options in New York State that provide assistance with daily living. The ALR is just one of the many residential community-based care options.

The New York State Department of Health's (DOH) website provides information about the different types of long-term care at www.nyhealth.gov/facilities/long_term_care/ .

More information about senior living choices is available on the New York State Office for the Aging website at www.aging.ny.gov/ResourceGuide/Housing.cfm .

A glossary for definitions of terms and acronyms used in this guide is provided on pages 10 and 11.

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

An Assisted Living Residence is a certified adult home or enriched housing program that has additionally been approved by the DOH for licensure as an ALR. An operator of an ALR is required to provide or arrange for housing, twenty-four-hour on-site monitoring, and personal care services and/or home care services in a home-like setting to five or more adult residents.

ALRs must also provide daily meals and snacks, case management services, and is required to develop an individualized service plan (ISP). The law also provides important consumer protections for people who reside in an ALR.

ALRs may offer each resident their own room, a small room, or a shared space with a suitable roommate. Residents will share common areas, such as the dining room or living room, with other people who may also require assistance with meals, personal care and/or home care services.

The philosophy of assisted living emphasizes personal dignity, autonomy, independence, privacy, and freedom of choice. Assisted living residences should facilitate independence and helps individuals to live as independently as possible and make decisions about how they want to live.

WHO OPERATES ALRs?

ALRs can be owned and operated by an individual or a for-profit business group or corporation, a not-for-profit organization, or a government agency.

PAYING FOR AN ALR

It is important to ask the ALR what kind of payment it accepts. Many ALRs accept private payment or long term care insurance, and some accept Supplemental Security Income (SSI) as the primary method of payment. Currently, Medicaid and Medicare will NOT pay for residing in an ALR, although they may pay for certain medical services received while in the ALR.

Costs vary among ALRs. Much of the variation is due to the types and level of services provided and the location and structure of the residence itself.

TYPES OF ALRs AND RESIDENT QUALIFICATIONS

There are three types of ALRs: Basic ALRs (ALR), Enhanced ALRs (EALR), and Special Need ALRs (SNALR). The services provided, offered or permitted vary by type and can vary from residence to residence. Prospective residents and their representatives should make sure they understand the type of ALR and be involved in the ISP process (described below), to ensure that the services to be provided are truly what the individual needs and desires.

Basic ALR: A Basic ALR takes care of residents who are medically stable. Residents need to have an annual physical exam and may need routine medical visits provided by medical personnel onsite or in the community.

Generally, individuals who are appropriately served in a Basic ALR are those who:

- Prefer to live in a social and supportive environment with 24-hour supervision.
- Have needs that can be safely met in an ALR.
- May be visually or hearing impaired.
- May require some assistance with toileting, bathing, grooming, dressing or eating;
- Can walk or use a wheelchair alone or occasionally with assistance from another person, and can self-transfer.
- Can accept direction from others in time of emergency.
- Do not have a medical condition that requires 24-hour skilled nursing and medical care; or
- Do not pose a danger to themselves or others.

The Basic ALR is designed to meet the individual's social and residential needs, while also encouraging and assisting with activities of daily living (ADLs). However, a licensed ALR may also be certified as an Enhanced Assisted Living Residence (EALR) and/or Special Needs Assisted Living Residence (SNALR) and may provide additional support services as described below.

Enhanced ALR (EALR): Enhanced ALRs are certified to offer an enhanced level of care to serve people who wish to remain in the residence as they have age-related difficulties beyond what a Basic ALR can provide. To enter an EALR, a person can "age in place" in a Basic

ALR or enter directly from the community or another setting. If the goal is to "age-in- place," it is important to ask how many beds are certified as enhanced and how your future needs will be met.

People in an Enhanced ALR may require assistance to get out of a chair, need the assistance of another to walk or use stairs, need assistance with medical equipment, and/or need assistance to manage chronic urinary or bowel incontinence.

An example of a person who may be eligible for the Enhanced ALR level of care is someone with a condition such as severe arthritis who needs help with meals and walking. If he or she later becomes confined to a wheelchair and needs help transferring, they can remain in the Enhanced ALR.

The Enhanced ALR must assure that the nursing and medical needs of the resident can be met in the facility. If a resident comes to need 24-hour medical or skilled nursing care, he/she would need to be transferred to a nursing facility or hospital unless all the criteria below are met:

a) The resident hires 24-hour appropriate nursing and medicalcare to meet their needs;

b) The resident's physician and home care services agency decide his/her care can be safely delivered in the Enhanced ALR.

c) The operator agrees to provide services or arrange for services and is willing to coordinate care; and

d) The resident agrees with the plan.

Special Needs ALR (SNALR): Some ALRs may also be certified to serve people with special needs, for example Alzheimer's disease or other types of dementia. Special Needs ALRs have submitted plans for specialized services, environmental features, and staffing levels that have been approved by the New York State Department of Health.

The services offered by these homes are tailored to the unique needs of the people they serve. Sometimes people with dementia may not need the more specialized services required in a Special Needs ALR, however, if the degree of dementia requires that the person be in a secured environment, or services must be highly specialized to address their needs, they may need the services and environmental features only available in a Special Needs ALR. The individual physician and/or representative and ALR staff can help the person decide the right level of services.
An example of a person who could be in a Special Needs ALR, is one who develops dementia with associated problems, needs 24-hour supervision, and needs additional help completing his or her activities of daily living. The Special Needs ALR is required to have a specialized plan to address the person's behavioral changes caused by dementia. Some of these changes may present a danger to the person or others in the Special Needs ALR. Often such residents are provided medical, social or neuro-behavioral care. If the symptoms become unmanageable despite modifications to the care plan, a person may need to move to

another level of care where his or her needs can be safely met. The ALR's case manager is responsible to assist residents to find the right residential setting to safely meet their needs.

Comparison of Types of ALRs

	ALR	EALR	SNALR
Provides a furnished room, room or shared space with common shared areas	X	X	X
Provides assistance with 1-3 meals daily, personal care, home care, housekeeping, maintenance, laundry, social and recreational activities	X	X	X
Periodic medical visits with providers of resident choice are arranged	X	X	X
Medication management assistance	X	X	X
24-hour monitoring by support staff is available on site	X	X	X
Case management services	X	X	X
Individualized Service Plan (ISP) is prepared	X	X	X
Assistance with walking, transferring, stair climbing and descending stairs, as needed, is available		X	
Intermittent or occasional assistance from medical personnel from approved community resources is available	X	X	X
Assistance with durable medical equipment (i.e., wheelchairs, hospital beds) is available			X
Nursing care (i.e., vital signs, eye drops, injections, catheter care, colostomy care, wound care, as needed) is provided by an agency or facility staff		X	
Aging in place is available, and, if needed, 24-hour skilled nursing and/or medical care can be privately hired		X	
Specialized program and environmental modifications for individuals with dementia or other special needs			X

HOW TO CHOOSE AN ALR

VISITING ALRs: Be sure to visit several ALRs before making a decision to apply for residence. Look around, talk to residents and staff and ask lots of questions. Selecting a home needs to be comfortable.
Ask to examine an "open" or "model" unit and look for features that will support living safely and independently. If certain features are desirable or required, ask building management if they are available or can be installed. Remember charges may be added for any special modifications requested.
It is important to keep in mind what to expect from a residence. It is a good idea to prepare a list of questions before the visit. Also, taking notes and writing down like or dislike about each residence is helpful to review before deciding.

***THINGS TO CONSIDER*:** When thinking about whether a particular ALR or any other type of community-based housing is right, here are some things to think about before making a final choice.

Location: Is the residence close to family and friends?

Licensure/Certification: Find out the type of license/certification a residence has and if that certification will enable the facility to meet current and future needs.

Costs: How much will it cost to live at the residence? What other costs or charges, such as dry cleaning, cable television, etc., might be additional? Will these costs change?

Transportation: What transportation is available from the residence? What choices are there for people to schedule outings other than medical appointments or trips by the residence or other group trips? What is within safe walking distance (shopping, park, library, bank, etc.)?

Place of worship: Are there religious services available at the residence? Is the residence near places of worship?

Social organizations: Is the residence near civic or social organizations so that active participation is possible?

Shopping: Are there grocery stores or shopping centers nearby? What other type of shopping is enjoyed?

Activities: What kinds of social activities are available at the residence? Are there planned outings which are of interest? Is participation in activities required?

Other residents: Other ALR residents will be neighbors, is this a significant issue or change from current living arrangement?

Staff: Are staff professional, helpful, knowledgeable and friendly?

Resident Satisfaction: Does the residence have a policy for taking suggestions and making improvements for the residents?

Current and future needs: Think about current assistance or services as well as those needed in several years. Is there assistance to get the services needed from other agencies or are the services available on site?

If the residence offers fewer Special Needs beds and/or Enhanced Assisted Living beds than the total capacity of the residence, how are these beds made available to current or new residents? Under what conditions are required to leave the residence, such as for financial or for health reasons? Will room or room changes be required due to health changes? What is the residence's policy if the monthly fee is too high or if the amount and/or type of care needs increase?

Medical services: Will the location of the facility allow continued use of current medical personnel?

Meals: During visit, eat a meal. This will address the quality and type of food available. If, for cultural or medical reasons, a special diet is required, can these types of meals be prepared?

Communication: If English is not the first language and/or there is some difficulty communicating, is there staff available to communicate in the language necessary? If is difficulty hearing, is there staff to assist in communicating with others?

Guests: Are overnight visits by guests allowed? Does the residence have any rules about these visits? Can a visitor dine and pay for a meal? Is there a separate area for private meals or gatherings to celebrate a special occasion with relatives?

WHO CAN HELP YOU CHOOSE AN ALR? When deciding on which ALR is right, talk to family members and friends. If they make visits to the residences, they may see something different, so ask for feedback.

Physicians may be able to make some recommendations about things that should be included in any residence. A physician who knows about health needs and is aware of any limitations can provide advice on your current and future needs.

Before making any final decisions, talking to a financial advisor and/or attorney may be appropriate. Since there are costs involved, a financial advisor may provide information on how these costs may affect your long term financial outlook. An attorney review of any documents may also be valuable. (e.g., residency agreement, application, etc.).

ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

An evaluation is required before admission to determine eligibility for an ALR. The admission criteria can vary based on the type of ALR. Applicants will be asked to provide results of a physical exam from within 30 days prior to admission that includes a medical, functional, and mental health assessment (where appropriate or required). This assessment will be reviewed as part of the Individualized Service Plan (ISP) that an ALR must develop for each resident.

The ISP is the "blueprint" for services required by the resident. It describes the services that need to be provided to the resident, and how and by whom those services will be provided. The ISP is developed when the resident is admitted to the ALR, with the input of the resident and his or her representative, physician, and the home health care agency, if appropriate. Because it is based on the medical, nutritional, social and everyday life needs of the individual, the ISP must be reviewed and revised as those needs change, but at least every six months.

APPLYING TO AN ALR

The following are part of entering an ALR:

An Assessment: Medical, Functional and Mental: A current physical examination that includes a medical, functional and mental health evaluation (where appropriate or required) to determine what care is needed. This must be completed by a physician 30 days prior to admission. Check with staff at the residence for the required form.

An application and any other documents that must be signed at admission (get these from the residence). Each residence may have different documents. Review each one of them and get the answers to any questions.

Residency Agreement (contract): All ALR operators are required to complete a residency agreement with each new resident at the time of admission to the ALR. The ALR staff must disclose adequate and accurate information about living in that residence. This agreement determines the specific services that will be provided and the cost. The residency agreement must include the type of living arrangements agreed to (e.g., a private room or room); services (e.g., dining, housekeeping); admission requirements and the conditions which would require transfer; all fees and refund policies; rules of the residence, termination and discharge policies; and resident rights and responsibilities.

An Assisted Living Model Residency Admission Agreement is available on the New York State Health Department's website at:
http://www.nyhealth.gov/facilities/assisted_living/docs/model_residency_agreement.pdf .

Review the residency agreement very carefully. There may be differences in each ALR's residency agreement, but they have to be approved by the Department. Write down any questions or concerns and discuss them with the administrator of the ALR. Contact the

Department of Health with questions about the residency agreement. (See number under information and complaints)

Disclosure Statement: This statement includes information that must be made known to an individual before signing the residency agreement. This information should include: licensure, ownership, availability of health care providers, availability of public funds, the State Health Department toll-free number for reporting complaints, and a statement regarding the availability and telephone numbers of the state and local long-term care ombudsman services. The disclosure statement should be reviewed carefully.

Financial Information: Ask what types of financial documents are needed (bank statements, long term care insurance policies, etc.). Decide how much financing is needed in order to qualify to live in the ALR. Does the residence require a deposit or fee before moving in? Is the fee refundable, and, if so, what are the conditions for the refund?

Before Signing Anything: Review all agreements before signing anything. A legal review of the documents may provide greater understanding. Understand any long-term care insurance benefits. Consider a health care proxy or other advance directive, making decision about executing a will or granting power of attorney to a significant other may be appropriate at this time.

Resident Rights, Protection, and Responsibilities: New York State law and regulations guarantee ALR residents' rights and protections and define their responsibilities. Each ALR operator must adopt a statement of rights and responsibilities for residents, and treat each resident according to the principles in the statement. For a list of ALR resident rights and responsibilities visit the Department's website at http://www.nyhealth.gov/facilities/assisted_living/docs/resident_rights.pdf. For a copy of an individual ALR's statement of rights and responsibilities, ask the ALR.

LICENSING AND OVERSIGHT

ALRs and other adult care facilities are licensed and inspected every 12 to 18 months by the New York State Department of Health. An ALR is required to follow rules and regulations and to renew its license every two years. For a list of licensed ALRs in NYS, visit the Department of Health's website at www.nyhealth.gov/facilities/assisted_living/licensed_programs_residences.htm.

INFORMATION AND COMPLAINTS

For more information about assisted living residences or to report concerns or problems with a residence which cannot be resolved internally, call the New York State Department of Health or the New York State Long Term Care Ombudsman Program. The New York State Department of Health's Division of Assisted Living can be reached at (518) 408-1133 or toll free at 1-866-893-6772. The New York State Long Term Care Ombudsman Program can be reached at 1-800-342-9871.

Glossary of Terms Related to Guide

Activities of Daily Living (ADL): Physical functions that a person performs every day that usually include dressing, eating, bathing, toileting, and transferring.

Adult Care Facility (ACF): Provides temporary or long-term, non-medical, residential care services to adults who are to a certain extent unable to live independently. There are five types of adult care facilities: adult homes, enriched housing programs, residences for adults, family-type homes and shelters for adults. Of these, adult homes, enriched housing programs, and residences for adults are overseen by the Department of Health. Adult homes, enriched housing programs, and residences for adults provide long-term residential care, room, board, housekeeping, personal care and supervision. Enriched housing is different because each resident room is an room setting, i.e. kitchen, larger living space, etc. Residences for adults provide the same services as adult homes and enriched housing except for required personal care services.

Adult Day Program: Programs designed to promote socialization for people with no significant medical needs who may benefit from companionship and supervision. Some programs provide specially designed recreational and therapeutic activities, which encourage and improve daily living skills and cognitive abilities, reduce stress, and promote capabilities.

Adult Day Health Care: Medically supervised services for people with physical or mental health impairment (examples: children, people with dementia, or AIDS patients). Services include: nursing, transportation, leisure activities, physical therapy, speech pathology, nutrition assessment, occupational therapy, medical social services, psychosocial assessment, rehabilitation and socialization, nursing evaluation and treatment, coordination of referrals for outpatient health, and dental services.

Aging in Place: Accommodating a resident's changing needs and preferences to allow the resident to remain in the residence as long as possible.

Assisted Living Program (ALP): Available in some adult homes and enriched housing programs. It combines residential and home care services. It is designed as an alternative to nursing home placement for some people. The operator of the assisted living program is responsible for providing or arranging for resident services that must include room, board, housekeeping, supervision, personal care, case management and home health services. This is a Medicaid funded service for personal care services.

Disclosure Statement: Information made known to an individual before signing the residency agreement. This information should include licensure, ownership, availability of health care providers, availability of public funds, the State Health Department toll-free number for reporting complaints, and a statement regarding the availability and telephone numbers of the state and local long-term care ombudsman services.

Health Care Facility: All hospitals and nursing homes licensed by the New York State Department of Health.

Health Care Proxy: Appointing a health care agent to make health care decisions for you and to make sure your wishes are followed if you lose the ability to make these decisions yourself.

Home Care: Health or medically related services provided by a home care services agency to people in their homes, including adult homes, enriched housing, and ALRs. Home care can meet many needs, from help with household chores and personal care like dressing, shopping, eating and bathing, to nursing care and physical, occupational, or speech therapy.

Instrumental Activities of Daily Living (IADL's): Functions that involve managing one's affairs and performing tasks of everyday living, such as preparing meals, taking medications, walking outside, using a telephone, managing money, shopping and housekeeping.

Long Term Care Ombudsman Program: A statewide program administered by the New York State Office for the Aging. It has local coordinators and certified ombudsmen who help resolve problems of residents in adult care facilities, assisted living residences, and skilled nursing facilities. In many cases, a New York State certified ombudsman is assigned to visit a facility on a weekly basis.

Monitoring: Observing for changes in physical, social, or psychological well being.

Personal Care: Services to assist with personal hygiene, dressing, feeding, and household tasks essential to a person's daily living.

Rehabilitation Center: A facility that provides occupational, physical, audiology, and speech therapies to restore physical function as much as possible and/or help people adjust or compensate for loss of function.

Supplemental Security Income (SSI): A federal income supplement program funded by general tax revenues (not Social Security taxes). It is designed to help aged, blind, and disabled people, who have little or no income; and it provides cash to meet basic needs for food, clothing and shelter. Some, but not all, ALRs may accept SSI as payment for food and shelter services.

Supervision: Knowing the general whereabouts of each resident, monitoring residents to identify changes in behavior or appearance and guidance to help residents to perform basic activities of daily living.

At Orchard Park

SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between TP Orchard Park OPCO, LLC (the "Operator"), _____ , (the "Resident" or "You"), _____(the "Resident's Representative"), _____, (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:

Peregrine Senior Living at Orchard Park
101 Sterling Drive
Orchard Park, NY 14127

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 Residence include daily activities tailored to challenge Residents with dementia. These activities are individualized to the specific needs and interests of each resident and include daily recreational, social, cultural, and educational programs.

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

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

The 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 facility is equipped with a sprinkler system throughout, emergency call bells in all resident

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

IV. Addendum Authorization.

We, the undersigned, have read this Special Needs Assisted Living Residence Addendum to the Residency Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein and at the Total Monthly Rate in Exhibit 6B of this Agreement.

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)

At Orchard Park

XIX: EALR Addendum to Residency Agreement

This is an addendum to a Residency Agreement previously made between TP Orchard Park OPCO, LLC (the "Operator"), _____, (the "Resident or You"), _____, (the "Resident's Representative"), 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:

Peregrine Senior Living at Orchard Park
101 Sterling Drive
Orchard Park, NY 14127

II. Physician Report

You have submitted to The Operator a written report from Your physician which 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

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

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

V. Aging in Place

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

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

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

a. You hire appropriate nursing, medical or hospice staff to care for Your increased needs; AND

b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, You can be safely cared for in the Residence, and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32; AND

c. The Operator agrees to retain You as Resident and to coordinate the care provided by The Operator and the additional nursing, medical or hospice staff; AND

d. You are otherwise eligible to reside at the Residence.

VII. **Addendum Agreement Authorization**

We, the undersigned, have read this Enhanced Assisted Living Residence Addendum to the Residency Agreement, have received a duplicate copy thereof, agree to abide by the terms and conditions therein and at the Total Monthly Rate of : $ _____/ month as established in Exhibit 6B of the Residency Agreement.

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)

ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT

EALR EXHIBIT #1

Resident Services

The specialized services available in this community include:

(Circle all applicable services)

- assistance with medical equipment to include oxygen, nebulizers, oxygen concentrators, continuous positive airway pressure machine (C-PAP), bilevel positive airway pressure (BiPAP) ostomies and catheters.
- assistance with non-sterile clean bandage.
- Assistance with PRN medications.
- Assistance with topicals, eye drops, ear drops, nasal sprays, inhalers, suppositories and enemas.
- Periodic or On-going Skilled Nursing Assessments.
- full assistance with bathing.
- full assistance with dressing and grooming and
- toileting and hygiene support with incontinence as necessary.

Enhanced Staffing Levels

Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to provide required supervision and perform all the tasks necessary to meet the Residents' needs. The enhanced program will be staffed with personal care aides and nurses to provide supervision and meet the needs and census of Residents at all times. The staffing plan will be adjusted to meet the needs and census of Residents enrolled in the enhanced program. There is a comprehensive activities program with an activities staff that plans and conducts activities designed to promote Residents' activity in the Residence.

Staff Education, Training and Experience

- A Licensed Registered Nurse on call 24/7 with experience in caring for older adults and supervising resident services staff who provide support to residents to complete the residents' Activities of Daily Living (ADL). The RN will also oversee the staff training and supervision of the EALR skilled services.
- LPN Memory Care Coordinator- Completes the 40 hours of training which includes medication procedure and protocol specific to the Assisted Living and Enhanced Level of care, supervisory duties, and overall resident care training, which is specific to caring for an older adult population.
- Shift Supervisory Staff (Team Leader)- Completes 40 hours of training which includes medication procedure and protocol specific to the Assisted Living and Enhanced Level of care, supervisory duties, and overall resident care training, which is specific to caring for an older adult population including Dementia and have demonstrated leadership skills.
- Medication Aide - Completes 40 hours of training which includes medication procedure and protocol specific to the Assisted Living and Enhanced Level of care, supervisory duties, and overall resident care training, which is specific to caring for an older adult population including Dementia and have demonstrated leadership skills.
- Resident Care Aides - Complete 40 hours of training specific to caring for an older adult population residing in an Assisted/Enhanced /Special Needs Level of Care.

Environmental Modifications

- The entire Residence is equipped with a sprinkler system, emergency call bells in Resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for Resident safety. Enhanced Assisted Living Residents will reside throughout the Residence.

TEMPORARY RESIDENTIAL CARE

ADDENDUM TO ADMISSION/RESIDENCY AGREEMENT

_____ ("You" or "Resident") have requested to stay in **Peregrine Senior Living at Orchard Park** ("Community") until _____ {date} (the "Respite Stay"). This Respite Stay is limited to up to one-hundred twenty days (120) in any twelve- month period. In connection with the Respite Stay, you and the Community have entered into the Community's Adult Care Facility Admission/Residency Agreement, a copy of which is attached to this addendum. The Community holds the following licenses and certifications:

☐ Adult Home
☐ Enriched Housing Program
☐ Assisted Living Residence
☐ Enhanced Assisted Living Residence
☐ Special Needs Assisted Living Residence

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

1. During your Respite Stay, the rate you will be charged for each day of the Respite Stay will be $ _____ ("Daily Rate"), inclusive of all services that the Community may provide you.
2. During your Respite Stay, you may terminate your Respite Stay, this Addendum, and the Admission/Residency Agreement early by delivering to the Community notice of termination at least three days prior to the date you intend to vacate your Apartment/Room. If you paid for the Respite Stay in advance and you elect under this Section to shorten the Respite Stay, the Community will refund to you an amount equal to the amount you prepaid minus the product of the number of days you actually stayed multiplied by your Daily Rate.
3. The Community may also terminate your Respite Stay upon three days' written notice on the grounds set forth in the Termination procedure provided in the Admission/Residency Agreement.
4. After your Respite Stay expires, this Addendum shall expire and be of no further force and effect. If you have not terminated this addendum, pursuant to Paragraph 3, you will continue to be bound by the terms of the Admission/Residency Agreement, including any payments that need to be made by the terms of that Agreement and which have not been made during the term of your Respite Stay.
5. Within 30 days prior to admission, you must provide a dated signed medical examination report which conforms to Department Regulations (DSS-3122 or an approved substitute). Thereafter, you must have a physical examination at least once every six (6) months (or more frequently if a change in condition warrants) and additional examinations considered necessary by your physician.
6. During the Term of your Respite Stay, the provision of this Addendum supersede any provisions of the Admission/Residency Agreement that are inconsistent with this Addendum. All other terms in your Admission/Residency Agreement remain in full force and effect.

7. All Residents admitted under this Temporary Residential Care Addendum to the Admission/Residency Agreement shall receive the same emergency evacuation training as all other Residents.
8. Only Residents appropriate for the level of care for which the Community is licensed by the Department of Health to provide will be admitted to the Temporary Residential Care Program.
9. In the event that you wish to become a permanent resident at the Community upon expiration of your Respite Stay, you must notify the Community at least one week prior to the expiration of your Respite Stay, and you will continue to be bound by the terms of the Residency Agreement, including any payments that need to be made by the terms of that Agreement and which have not been made during the term of your Respite Stay.

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

_____ _____

Signature of Community Representative / Title Date

_____ _____

Signature of Resident Date

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

_____ _____

Signature of Responsible Person Date