

# LAURELWOOD ASSISTED LIVING

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## **RESIDENCY AGREEMENT**

### **MISSION**

The Highlands at Pittsford is a not-for-profit senior living community experienced in delivering distinctive services within a continuum of living. We are committed to providing residents with the freedom to strive for their personal best. The Highlands offers the opportunity for a fulfilled lifestyle by encouraging continued personal growth in an environment of mutual respect.

## RESIDENCY AGREEMENT

**A. This agreement** is made between Highland Community Development Corporation to be known as Laurelwood at The Highlands, the "Operator", and

\_\_\_\_\_  
"Resident"

Or \_\_\_\_\_ (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 300 Hahnemann Trail, Pittsford, New York 14534 an Assisted Living Residence ("The Residence") known as Laurelwood and as an Enriched Housing program.

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

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

**1. Your Apartment.** You may occupy and use a/an Alcove () or Alcove Deluxe (), One Bedroom (), One Bedroom Suite () Two Bedroom Suite (), identified on Exhibit I.A.1., subject to the terms of this Agreement.

**2. Common areas.** You will be provided with the opportunity to use the general purpose rooms at the Residence such as lounges, libraries and activity areas.

### **3. Furnishings/Appliances Provided By Laurelwood**

Attached as Exhibit I.A.3. and made a part of this Agreement is an inventory of furnishings, appliances, and other items supplied by the Operator in Your apartment.

### **4. Furnishings/Appliances Provided By You**

Attached as Exhibit I.A.4. and made a part of this Agreement is an inventory of furnishings, appliances, and other items supplied by You in Your apartment. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted, e.g., due to amperage concerns, safety concerns, etc.).

## **B. Basic Services**

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

**1. Meals and Snacks.** Three prepared, nutritionally well-balanced meals per day and snacks, as requested, are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: Regular, No Added Salt, and Low Concentrated Sweets.

**2. Recreation.** You will be provided with cultural programs and activities designed to meet your physical, social, and spiritual needs. A monthly schedule of programming and activities is readily visible in the Laurelwood Activity areas.

**3. Housekeeping.** You will be provided with housekeeping services on a once-per-week basis.

**4. Linen Service.** Your washable linens, such as towels, wash cloths, bed sheets, pillow cases, and blankets will be laundered weekly.

**5. Laundry of Your personal washable clothing.** Your personal washable clothing will be laundered weekly.

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

**7. Case Management.** Laurelwood will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

**8. Personal Care.** Based on Your functional assessment and Individualized Service Plan (ISP), You will receive some assistance with Your activities of daily living, e.g., bathing, grooming, dressing and toileting, medication acquisition, storage and disposal, and assistance with self-administration of medication.

**9. Development of Individualized Service Plan.** An Individualized Service Plan shall be developed for You with ongoing review every six months or more often with any change in condition.

**9. Transportation.** You will be provided assistance with arranging transportation for the purposes of obtaining medical and dental care and all other essential services.

#### **C. Additional Services.**

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

#### **D. Licensure/Certification Status.** Laurelwood directly provides personal care services to its residents. In the event that an outside provider is used for home care or

personal care under an arrangement with Laurelwood, a description of the licensure or certification status of each provider will be set forth in Exhibit I.D. of this Agreement. Such Exhibit will be updated as frequently as necessary.

## **II. Disclosure Statement**

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

## **III. Fees**

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

#### **(1) Flat Fee Arrangements**

The Resident, Resident's Representative, and Resident's Legal Representative, if applicable, agree that the Resident will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I.B. of this Agreement. The Basic Rate as of the date of this agreement is \$\_\_\_\_\_ per month. If a second person resides in the apartment, there is an additional Monthly Second Person Fee of \$\_\_\_\_\_, for a Total Monthly Fee of \$\_\_\_\_\_.

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

A Supplemental or Additional fee is a fee for service, care, or amenities that are provided by Laurelwood in addition to those fees included in the Basic Rate. Laurelwood will only charge for supplemental and additional services, care and amenities that are actually chosen and provided to the Resident. Such fees, when not paid at the time of service, are ordinarily included in the invoice for the following month.

**C. Fee Schedule.**

Attached as Exhibit III.C. and made a part of this Agreement is the Monthly Fee Schedule for the five Assisted Living apartment styles available at Laurelwood. A fee schedule for additional and supplemental services, care, and amenities is available upon request.

**D. Billing and Payment Terms.**

The monthly service fee is billed in advance usually by the sixth business day of every month. Payment is due within 10 days after the billing date, unless the resident has signed up for "Automatic Bill Payment" in which case payment will be deducted on the 23<sup>rd</sup> of the month. All late payments are subject to a late fee at the rate of 1.33% per month on the outstanding balance due until paid in full. There is a \$20.00 charge for each returned check.

Laurelwood reserves the right to place your account in the hands of a collection agency and/or attorney for collection. If that occurs, you are required to pay all reasonable collection charges, fees, expenses, attorney fees and court costs in addition to the amount due for your monthly service fee.

**E. Adjustments to Basic Rate or Additional or Supplemental Fees.**

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 2, 3, and 4 below.
2. 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.
3. If Laurelwood provides additional care, services, or supplies upon the express written order of Your primary physician, Laurelwood may, through an amendment to this

Agreement, increase the Basic Rate or an Additional or Supplemental fee upon less than forty-five (45) days written notice.

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

**F. Reservation.**

Laurelwood 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 (the daily rate for a one month period may not exceed the established monthly rate). A space will not be reserved for more than six months. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this Agreement. You may choose to terminate this Agreement rather than reserve such space, but must provide Laurelwood with any required notice.

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

Upon termination of this Agreement or at the time of Your discharge, but in no case more than three (3) business days after You leave the Residence, Laurelwood will provide You, Your Resident Representative or Legal Representative, or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence.

Laurelwood will 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 Laurelwood after Your discharge. The Operator must refund on the basis of a per diem proration any advance payment(s) which You have made.

In the event of a resident's death, Laurelwood will turn over the Resident's property and any monies due to the legally authorized Representative of the Resident's 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 Monroe County in order to determine what should be done with property of Your estate.

## **V. Transfer of Funds or Property to Operator**

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

## **VI. Property or Items of Value Held in the Operator's Custody for You.**

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

## **VII. Fiduciary Responsibility**

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

## **VIII. Tipping**

Laurelwood will 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**

You may choose to maintain a small non-interest bearing cash account in Laurelwood's Business Office that will be held by Laurelwood in a fiduciary capacity and can be used for hair appointments, recreational outings or other discretionary

items. The maximum amount that may be deposited is \$300.00 and hours when withdrawals can be made from the account are set forth in the resident handbook.

## **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 will not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Service Plan. Therefore, Laurelwood may not accept nor retain the any individual who:
  - needs continual medical or nursing care or supervision as provided by an acute care facility or a residential health care facility certified by the Department of Health;
  - suffers from a serious and persistent mental disability sufficient to warrant placement in an acute care or residential treatment facility operated or certified by an office of the Department of Mental Hygiene;
  - requires health, mental health, or other services which cannot be provided by local service agencies;
  - causes, or is likely to cause, a danger to himself/herself or others;
  - repeatedly behaves in a manner which directly impairs the well-being, care, or safety of the resident or other residents or which substantially interferes with the orderly operation of the enriched housing program;
  - requires continual skilled observation of symptoms and reactions or accurate recording of such skilled observations for the purpose of reporting on a medical condition to the resident's physician;
  - refuses or is unable to comply with a prescribed treatment program, including but not limited to a prescribed medications regimen when such refusal or inability causes, or is likely to cause, in the judgment of a physician, life-threatening danger to the resident or others;
  - is chronically bedfast;

- is chronically chairfast and unable to transfer or chronically requires the physical assistance of another person to transfer;
- is chronically in need of the physical assistance of another person in order to walk;
- is chronically in need of the physical assistance of another person to climb or descend stairs, unless assignment on a floor with ground-level egress can be made;
- has chronic unmanaged urinary or bowel incontinence;
- suffers from a communicable disease or health condition which constitutes a danger to other residents and staff;
- is dependent on medical equipment unless it has been demonstrated that the equipment presents no safety hazard; use of the equipment does not restrict the individual to his/her room, impede the individual in the event of evacuation, or inhibit participation in the routine activities of the home; use of the equipment does not restrict or impede the activities of other residents; the individual is able to use and maintain the equipment with only intermittent or occasional assistance from medical personnel; assistance in the use or maintenance of the equipment, if needed, is available from local social services agencies or approved community resources and each required medical evaluation attests to the individual's ability to use and maintain the equipment.
- has chronic personal care needs which cannot be met by Assisted Living Residence staff or approved community providers;
- is not self-directing; i.e., requires continuous supervision and is not capable of making choices about his/her activities of daily living; or
- engages in alcohol or drug use which results in aggressive or destructive behavior.

2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. Laurelwood has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that Laurelwood is able to meet Your care needs within the scope of services authorized under the law and within the

scope of services determined necessary for You under Your Individualized Service Plan.

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)

## **XI. Rules of the Residence**

The Laurelwood handbook, attached as Exhibit XI as part of this Agreement, is the Rules of the Residence. By signing this Agreement, You and Your Representatives agree to obey all reasonable rules and policies of the Residence.

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

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

1. Payment of the Basic Rate and any authorized additional and agreed-to supplemental fees as detailed in this Agreement.
2. Supply of personal clothing, linens, 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, change in insurance or change in medications.
6. Informing the Operator promptly of any change of name, address, and/or phone number.

B. The Resident's Representative and/or the Resident's Legal Representative, if any, shall be responsible for the following:

1. being familiar with the terms of this agreement;
2. assuring that the resident complies with all the requirements;
3. where appropriate and within the scope of their legal authority, taking actions on behalf of the Resident, as required under this agreement.

### **XIII. Termination and Discharge.**

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

1. By mutual agreement between You and Laurelwood;
2. Upon 30 days' notice from You or Your Representative to Laurelwood of Your intention to terminate the Agreement and leave the community;
3. Upon 30 days written notice from Laurelwood 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 Laurelwood initiates a court proceeding and the court rules in favor of Laurelwood.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;

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

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

You may object to Laurelwood about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination,

Laurelwood, in order to terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of Laurelwood.

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

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

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

#### **XIV. Transfer**

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

1. You develop a communicable disease, medical, or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;
2. In the event that Your behavior poses an imminent risk of death or serious physical injury to him/herself or others; or
3. A Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

If You are transferred, in order to terminate Your Residency Agreement, Laurelwood must proceed with the termination requirements as set forth in Section XIII. of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been removed. If such hand delivery is not

possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person.

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

#### **XV. Resident Rights and Responsibilities.**

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

#### **XVI. Recommendation/Concern Resolution**

The procedure by which Laurelwood receives and responds to concerns and recommendations for change or improvement in operations and programs, is attached as Exhibit XVI.\_This procedure is readily visible on the Laurelwood bulletin board. In addition, Laurelwood residents may organize and maintain councils or other such governing bodies as the residents choose. Laurelwood agrees to address any complaints, problems, issues or suggestions reported to the Residents' Organization and to provide a written report to the Residents' Organization that addresses the same.

Also available is the Long Term Care Ombudsman Program which can be used to identify, investigate, and resolve Your complaints in order to assist in the protection and exercise of Your rights.

#### **XVII. Miscellaneous Provisions**

1. This Agreement constitutes the entire Agreement of the parties.
2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.

3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by Laurelwood in files of the Residence 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 Operator's Representative)

**Personal Guarantee of Payment**

\_\_\_\_\_ personally guarantees payment of charges for Your Basic Rate.

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

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

\_\_\_\_\_

(Guarantor's Signature)

\_\_\_\_\_

(Guarantor's Name (Print))

**EXHIBIT II**  
**DISCLOSURE STATEMENT**

The Highland Community Development Corporation ("The Operator"), as operator of Laurelwood at the Highlands ("The Residence"), hereby discloses the following, as required by Public Health Law Section 4658 (3):

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate 300 Hahnemann Trail, Pittsford, NY 14534 an Assisted Living Residence as well as an Enriched Housing Program.
3. The owner of the real property upon which the Residence is located is Highland Community Development Corporation. The mailing address of such real property owner is 100 Hahnemann Trail, Pittsford, NY 14534.
4. The following individual is authorized to accept personal service on behalf of such real property owner:  
Steven I. Goldstein, President  
Highland Community Development Corporation  
100 Hahnemann Trail  
Pittsford, NY 14534
5. The Operator of the Residence is Highland Community Development Corporation. The mailing address of the Operator is 100 Hahnemann Trail, Pittsford, NY 14534. The following individual is authorized to accept personal service on behalf of the Operator:  
Steven I. Goldstein, President  
Highland Community Development Corporation  
100 Hahnemann Trail  
Pittsford, NY 14534

6. The Operator does not have any ownership interest in excess of 10% (whether a legal or beneficial interest), in any entity which provides care, materials, equipment, or other services to Residents of the Residence.
7. No entity, which provides care, materials, equipment, or other services to Residents of the Residence, has an ownership in excess of 10% (whether legal or beneficial interest) in the Operator.
8. Residents have the right to choose to receive services from service providers with whom the Operator does not have an arrangement.
9. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
10. Laurelwood Assisted Living residential services are covered by private pay.  
Please be advised that public funds are available for supportive or home health services including but not limited to the availability of Medicare coverage for such services.
11. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by the Assisted Living Operator or regarding Home Care Services is 1-800-628-5972.
12. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the Resident. The local LTCOP telephone number is 585-244-8400. The NYSLTCOP website is [www.ombudsman.state.ny.us](http://www.ombudsman.state.ny.us).

Revised 03-15

## **EXHIBIT XV**

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

Residents' Rights and Responsibilities shall include, but not be limited to the following:

- (A) Every Resident's participation in Assisted Living shall be voluntary, and prospective residents shall be provided with sufficient information regarding the Residence to make an informed choice regarding participation and acceptance of services;
- (B) Every Resident's civil and religious liberties, including the right to independent personal decisions and knowledge of available choices, shall not be infringed;
- (C) Every Resident shall have the right to have private communications and consultation with his or her physician, attorney, and any other person;
- (D) Every Resident, Resident's Representative, and Resident's Legal Representative, if any, shall have the right to present grievances on behalf of himself or herself or others, to the Residence's staff, Administrator, or Assisted Living Operator, to governmental officials, to long-term care ombudsmen, or to any other person without fear of reprisal, and to join with other residents or individuals within or outside of the Residence to work for improvements in resident care;
- (E) Every Resident shall have the right to manage his or her own financial affairs;
- (F) Every Resident shall have the right to have privacy in treatment and in caring for personal needs;
- (G) Every Resident shall have the right to confidentiality in the treatment of personal, social, financial, and medical records, and security in storing personal possessions;

- (H) Every Resident shall have the right to receive courteous, fair, and respectful care and treatment and a written statement of the services provided by the Residence, including those required to be offered on an as-needed basis;
- (I) Every Resident shall have the right to receive or to send personal mail or any other correspondence without interception or interference by the Operator or any person affiliated with the Operator;
- (J) Every Resident shall have the right not to be coerced or required to perform work of staff members or contractual work;
- (K) Every Resident shall have the right to have security for any personal possessions if stored by the Operator;
- (L) Every Resident shall have the right to receive adequate and appropriate assistance with activities of daily living, to be fully informed of their medical condition and proposed treatment, unless medically contraindicated, and to refuse medication, treatment, or services after being fully informed of the consequences of such actions, provided than an Operator shall not be held liable or penalized for complying with the refusal of such medication, treatment, or services by a Resident who has been fully informed of the consequences of such refusal;
- (M) Every Resident and visitor shall have the responsibility to obey all reasonable regulations of the Residence and to respect the personal rights and private property of the other Residents;
- (N) Every Resident shall have the right to include their signed and witnessed version of the events leading to an accident or incident involving such resident in any report of such accident or incident;
- (O) Every Resident shall have the right to receive visits from family members and other adults of the Resident's choosing without interference from the Assisted Living Residence; and

(P) Every Resident shall have the right to written notice of any fee increase not less than forty-five (45) days prior to the proposed effective date of the fee increase; provided, however, that if a Resident, Resident's Representative, or Legal Representative agrees in writing to a specific rate or fee increase through an Amendment of the Residency Agreement due to the Resident's need for additional care, services, or supplies, the Operator may increase such rate or fee upon less than forty-five (45) days written notice.

Waiver of any of these Resident Rights shall be void. A Resident cannot lawfully sign away the above-stated Rights and Responsibilities through a waiver or any other means.

**EXHIBIT X.I.**

**RULES OF THE RESIDENCE**

**Refer to the Resident Handbook**

## EXHIBIT XVI

### **RESIDENT GRIEVANCES AND RECOMMENDATIONS**

<b>Department:</b>	Laurelwood Assisted Living	<b>Last Reviewed:</b>	6/2017	<b>Policy #</b> 644.2
		<b>Last Revised:</b>	3/2015	
<b>Title:</b>	Resident Concerns/Recommendations	<b>Effective:</b>	5/30/08	<b>Page 1 of 1</b>
<b>Policy Statement:</b>	Concerns and/or recommendations for improvements in the operation and/or programming of the Laurelwood Assisted Living Residence presented by residents, family members, or designated resident representatives will be received and responded to in a timely manner.			
<b>Procedure:</b>	<ol style="list-style-type: none"><li>1. Residents may communicate concerns and/or recommendations using the Suggestion Box located in the reception area, by attending the monthly Resident Meeting or by bringing it to the attention of a Laurelwood staff member.</li><li>2. Staff will address a resident/family/designated representative concern/recommendation in a timely manner if possible and, if not, refer them to the appropriate person/department.</li><li>3. If a concern/recommendation remains unresolved, the resident/family/designated representative may bring the concern/recommendation to the Director, Assistant Director or Case Manager of Laurelwood.</li><li>4. Any formal written or verbal concern/recommendation will be addressed within 21 days by Administration. All discussions and/or documentation, including identification of staff to whom the concern/recommendation was made, will be maintained confidentially.</li><li>5. The resident/family/designated representative will be informed either verbally or in writing of the findings and action taken to resolve any issue.</li><li>6. In the event a satisfactory response/resolution is not obtained the resident/family or designated representative may follow The Long Term Care Ombudsman Advocate Program process or the NYSDOH Office of Health Systems Management complaint process. This information is given on admission at Laurelwood as part of Resident's Rights and is posted on the community bulletin board.</li></ol>			
<b>Reference:</b> <b>NYSDOH-AL 1001.8 (c) (iii), (e) and (b)</b> <b>ALR 1001.8 (b) (iv)</b>				

**EXHIBIT III.C.**

**2025 FEE SCHEDULE**

**Assisted Living Units**

<b>Apartment Style</b>	<b>Monthly Fee</b>
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Alcove	\$6,375
Alcove Deluxe	\$6,790
One Bedroom	\$7,395

<b>Suite Style</b>	<b>Monthly Fee</b>
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One Bedroom Classic	\$9,560
Two Bedroom Custom (1 bath)	\$9,810
Two Bedroom Deluxe (2 baths)	\$9,840

**Second Person Fee = \$1,400**

*Prices and availability are subject to change without prior notice.*

## **EXHIBIT V.**

## **TRANSFER OF FUNDS OR PROPERTY TO OPERATOR**

**Funds:** \_\_\_\_\_

## Property:

**Note: A Tax Deductible Donation Acknowledgement form is provided to the Resident and or Resident Representative for any and all donations to the Operator.**

**EXHIBIT VI.**

**PROPERTY/ITEMS HELD BY OPERATOR FOR YOU**

**Refer to the Inventory of Resident Property Form**

## **EXHIBIT I.A.1.**

### **ACCOMMODATIONS**

**Alcove:** Studio apartment with kitchenette and private bathroom with shower (approximately 420 sq. ft.).

**Alcove Deluxe:** Studio apartment with kitchenette and private bathroom with shower (approximately 450 sq. ft.)

**One-Bedroom:** Apartment with kitchenette, living area, one bedroom and private bathroom with shower (approximately 485 sq.ft.).

**Two-bedroom:** Apartment with kitchenette, living area, two bedrooms and private bathroom with shower (approximately 850 sq.ft.).

**Suite:** Apartment with kitchenette, living area, bedroom, den area (or 2<sup>nd</sup> bedroom) and private bathroom(s) with shower (approximately 900 sq.ft.).

**EXHIBIT I.D.**

**LICENSURE/CERTIFICATION STATUS OF PROVIDERS**

Currently, Laurelwood has no arrangements with home care service providers.

**EXHIBIT I.A.3.**

**FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR:**

- Wall-to-wall carpeting in the living area and bedroom (if applicable).
- Vinyl flooring in the kitchenette and bathroom
- Microwave, refrigerator and sink in the kitchenette
- Window blinds
- Telephone
- All common area furnishings and equipment
- Upon request: single bed, chair, dresser, table, lamp, dishes, and linens

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

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

- All furniture (unless requested to be provided by the Operator)
- Bed and bath linens (unless requested to be provided by the Operator)
- Non-skid bathmats/rugs (unless requested to be provided by the Operator)
- Curtains

**Note:** Any and all electrical appliances must be approved by the Operator prior to use in the apartment. The appropriateness and subsequent approval or denial (relating to the safety and well-being of the resident and other residents) of such appliances will be at the discretion of the Operator. Examples of appliances that are not allowed are: hot plates, electric frying pans (or other cooking devices) and portable heaters.

## ADDITIONAL SERVICE FEE SCHEDULE

Effective March 1, 2026

Catering     \*\* Price quoted upon request

Resident and Guest Meals and Beverages:

Meal/Venue	Point Value	Billable Point Value
Breakfast, Hearth Room	1 point	\$10.00
Grab & Go prepared items	1 point	\$10.00
Lunch, Oneida Grille	½ to 2 points	\$5.00 - \$20.00
Dinner in Main Dining Rooms	2 points	\$20.00
Dinner with Delivery service	2.5 points	\$25.00
Holiday Meal (guests)	2 - 5 points	\$20.00 - \$50.00
Bistro Meal	3 - 4 points	\$30.00 - \$40.00

Note: LW Residents will incur a \$30.00 charge to dine in the Bistro

Happy Hour Beverage -- \$5.00	
House Wine-- \$7.00	Beer-- \$7.00
Premium Wine-- \$8.00	Craft Beer-- \$8.00
Bottle of Wine -- \$35.00	Mixed Drink-- \$8.00

Bistro Reservation "no-show"	\$25.00
charge Additional Transportation	\$5.50 Zone 1; \$6.50 Zone 2; \$8.00
(Round trip) Off hours group	Zone 3; \$30.00 per hour
transportation ** Custom	\$35.00 per hour plus supplies
Maintenance	\$10 per copy (over 10)
** Photocopying Facsimiles	\$0.05 per page (over 10)
Replacement Items:	

Keys	\$2.00 per key
Key Fob (new system)	\$25.00
Health Call Button	\$100.00
Garage Door Openers	\$50.00
Magnet only (for Name Tag)	\$1.50
HAP Name Badges	\$20.00

Underground Parking	\$100.00 per month
Garage Parking (Above ground)	\$85.00 per month
Guest Apartment Rental	\$125.00 per night
Additional Housekeeping **	\$35.00 per hour plus supplies
Additional Personal Laundry	\$25.00 per hour plus supplies
Service ** Secretarial Service **	\$25.00 per hour plus supplies
** = subject to staff availability	



## Departmental Policy & Procedure

<b>Department:</b> Laurelwood at The Highlands	<b>Effective Date:</b> 7/1/2015	<b>Policy #</b>
<b>Title:</b> Surveillance Cameras		<b>Page 1 of 1</b>
<b>Related Departments:</b> Security; Human Resources		

<b>Policy Statement:</b>	Laurelwood at The Highlands will use surveillance cameras in clearly identified public areas within the building and on the building's exterior in order to monitor the overall safety of the premises and staff/resident compliance with residence rules, in a manner that protects resident, staff and visitor rights.
<b>Procedure:</b>	<ol style="list-style-type: none"><li>1. Surveillance Cameras are placed in the following areas:<ul style="list-style-type: none"><li>• Exterior entrance</li><li>• Laurelwood parking circle</li><li>• Laurelwood foyer</li></ul></li><li>2. Staff will be notified at the time of hire of the presence of surveillance cameras and will be oriented to this policy.</li><li>3. Staff will be trained annually on the presence of surveillance cameras, their location, purpose, resident privacy considerations and the contents of this policy.</li><li>4. Residents will be notified at the time of move-in of the presence of surveillance cameras.</li><li>5. Residents will receive written notice of any changes to the location of existing cameras or the addition of new cameras.</li><li>6. All those in the building will have notice of the presence of surveillance cameras through posting on the bulletin board adjacent to the Resident Care Office.</li><li>7. The cameras will maintain digital representation of areas under surveillance, and those digital representations will be maintained by the operator for 30 days.</li><li>8. Cameras will capture video only; there will be no audio capability on the equipment.</li><li>9. Cameras will be installed, placed and used in an open, obvious and conspicuous manner.</li><li>10. Cameras will be used only for the purpose of monitoring the safety of residents, staff and visitors and monitoring compliance with all facility policies and procedures.</li><li>11. Cameras will be limited to public areas within the community. There will be no surveillance in resident apartments or public restrooms.</li><li>12. NYS Department of Health surveillance staff will be granted access to any recordings that are maintained.</li></ol>

<u>Reviewed By</u>	<u>Date</u>	<u>Revised</u>	<u>Reviewed with Staff</u>	<u>Date</u>
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		

# LAUREL WAY

## MEMORY CARE

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

#### ***MISSION***

*The Highlands at Pittsford is a not-for-profit senior living community experienced in delivering distinctive services within a continuum of living. We are committed to providing residents with the freedom to strive for their personal best. The Highlands offers the opportunity for a fulfilled lifestyle by encouraging continued personal growth in an environment of mutual respect.*

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

This is an addendum (the "Addendum") to a Residency Agreement "the Original Residency Agreement" previously entered into between Highland Community Development Corporation, to be known as Laurelwood at The Highlands, ("Laurelwood"), \_\_\_\_\_, ("Resident"), \_\_\_\_\_ ("Resident's Representative", if any) and \_\_\_\_\_ ("Resident's Legal Representative," if any) and dated \_\_\_\_\_. The Addendum adds new sections to the Original Residency Agreement and amends only those sections of the Original Residency Agreement specifically described herein. All other provisions of the Original Residency Agreement shall remain in full force and effect. The Addendum is hereby incorporated into the Original Residency Agreement between the parties, will be attached to and become part thereof.

**I. Special Needs Assisted Living Certification.**

Laurelwood is certified by the New York State Department of Health to provide a Special Needs Assisted Living Residence located at 300 Hahnemann Trail, Pittsford, New York 14534 to individuals with a diagnosis of Alzheimer's disease or another form of dementia.

**II. Request for and Acceptance of Admission**

Resident, Resident's Representative, or Resident's Legal Representative has requested admission to Laurelwood's Special Needs Assisted Living Residence, and Laurelwood has accepted such request.

### **III. Specialized Programs, Staff Qualifications and Environmental Modifications**

Attached as Exhibit SN #1 and made a part of the Amendment is a written description of:

- Specialized services to be provided in Laurelwood's Special Needs Assisted Living Residence;
- Staffing levels in Laurelwood's Special Needs Assisted Living Residence;
- Staff education, training, work experience, and professional affiliations or special characteristics of Laurelwood's staff relevant to serving persons with specific special needs; and
- Environmental modifications that have been made to protect the health, safety and welfare of Residents of Laurelwood's Special Needs Assisted Living Residence.

### **IV. Addendum Authorization.**

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

Date	(Signature of Resident)
Date	(Signature of Resident's Representative)
Date	(Signature of Resident's Legal Representative, if any)
Date	(Signature of Laurelwood's Representative)

**SPECIAL NEEDS ASSISTED LIVING RESIDENCE  
ADDENDUM TO RESIDENCY AGREEMENT EXHIBIT  
SN #1**

Specialized services to be provided in Laurelwood's Special Needs Assisted Living Residence are:

**Resident Services**

Additional supervision and support, as needed, with activities of daily living, including:

- bathing as needed but no less than two times per week;
- cuing, reminders, or full support with dressing and grooming;
- scheduled toileting and support with urinary incontinence, as necessary;
- cuing and encouragement with eating, and provision of finger foods, as appropriate

**Activities**

Provision of daily activities developed specifically for residents with special needs related to Alzheimer's disease or another form of dementia, including:

- activities designed to stimulate residents throughout the day, including evenings and weekends;
- activities designed to accommodate a shorter attention span;
- varied activities as well as structured, re-occurring activities; and
- varied activities individualized to the specific needs and interests of each resident.

**Dining Services**

- Dining hours will be standardized (See Rules of the Residence- Specials Needs), but snacks and light menu items will be offered and available 24 hours per day as needed.
- Finger foods will be provided on an as needed basis.

### **Staffing Levels (Based on full occupancy - 8 residents)**

<b>Resident Services Manager (RN)</b> Mon – Fri 8 hours/day and rotating on-call ensuring coverage 24/7. Covers ALR & SNALR	<b>RN Case Manager (RN)</b> Mon – Fri 8 hours/day and rotating on-call ensuring coverage 24/7. Covers ALR & SNALR
<b>Special Needs Residence</b>	
7:00 am – 3:00 pm	1.0
3:00 pm – 11:00 pm	1.0
11:00 pm – 7:00 am	1.0

\*In addition to the one primary scheduled SNALR Resident Care Aid, there will always be a second Resident Care Aid available 24/7 to assist in SNALR and will respond to any care needs that should arise. All staff will be trained on the importance of ensuring a second RCA is available at all times to respond to all needs\*

Staffing levels will be maintained according to all applicable laws and regulations per New York State Department of Health. Laurelwood will utilize current staffing including Nurses and Resident Care Assistants in order to accommodate residents in the Memory Care Community and increase staffing as needed.

### **Staff Education, Training and Experience**

All staff caring for Memory Care residents will receive specific training for caring for a population with Alzheimer's disease or other forms of dementia.

### **Environmental Modifications**

In order to protect the health, safety and welfare of all residents, Laurelwood provides the following:

- All commons areas provide self-contained space separate from the rest of the Laurelwood building. Visitors and staff can reach other parts of the campus without passing through Laurelwood's Special Needs Assisted Living Residence area.
- All paths of egress from Laurelwood's Special Needs Assisted Living Residence are equipped with delayed-alarmed egress approved by the NYS Department of Health in order to provide a safer environment for those residents who may wander.
- Fire extinguisher cabinets placed in common areas are equipped with alarms to deter unauthorized access.

- Building thermostats are covered and locked to prevent resident access. Laurelwood's staff will be able to adjust the thermostat in each individual apartment when requested by the resident, resident's family, or resident's guests.
- Each of Laurelwood SNALR apartment is studio or one bedroom style , and none of the apartments provides a microwave or refrigerator. A fully equipped kitchen is accessible in the Great Room on the neighborhood and is available for use under staff supervision.
- An outside courtyard area includes a walking path providing residents easy access directly from the SNALR household. A garden fence encompasses the entire courtyard, providing a secure, private area for residents to enjoy the outside.
- All windows in the common areas and apartments are equipped with a mechanism to limit window openings to a maximum of four (4) inches to prevent elopement and accidental falls, while also allowing for emergency egress when needed.
- In order to ensure the safety of residents, staff, and visitors, Laurelwood does not permit smoking inside or outside the building.

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# LAURELWOOD ASSISTED LIVING

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## THE HIGHLANDS AT PITTSFORD



### RESIDENTIAL CARE (RESPITE) RESIDENCY AGREEMENT

and

### ADDEMENDUM TO RESIDENTIAL CARE (RESPITE) RESIDENCY AGREEMENT

# **RESIDENTIAL CARE (RESPITE)**

## **RESIDENCY AGREEMENT**

### **Laurelwood at The Highlands**

#### **I. General Provisions**

This is the Respite Admission Agreement between Laurelwood at The Highlands ("Operator") and \_\_\_\_\_ ("Resident") and \_\_\_\_\_ ("Resident's Representative") stating the terms and conditions of the Resident's Respite admission and living arrangements at Laurelwood at The Highlands, located at 300 Hahnemann Trail, Pittsford, New York 14534.

This agreement is effective as of \_\_\_\_\_ until \_\_\_\_\_ and shall remain in effect until amended by the parties in accordance with the provisions of Section VI of this agreement.

This agreement shall be attached to the application for Respite admission provided by Laurelwood.

The parties to this agreement understand that Laurelwood at The Highlands is an Assisted Living Facility providing lodging, board, housekeeping, personal care, and supervision services to the resident in accordance with New York State Social Services Law and the Regulations of the New York State Department of Social Services.

#### **II. Laurelwood Respite Program Services**

Laurelwood shall be responsible for the provision or arrangement of the following:

1. Apartment: The Resident will temporarily reside in Apartment # \_\_\_\_\_, a \_\_\_\_\_ type apartment home (the

“Apartment”), in consideration of the fees, charges, and covenants set forth herein.

2. Three prepared, hot, congregate meals per day.
3. Personal Care Services, as necessary.
4. Social Services Case Management.
5. Housekeeping Services.
6. Linen Services.
7. Laundry of Resident’s personal washable clothing.
8. Furnishings- to include a bed, dresser, nightstand, lamps, phone, TV with stand, comfortable chair. Cable and internet provided.
9. Assistance in arranging transportation for purposes of obtaining medical and dental care and other essential services.
10. Coordinated activities program.
11. Provision of 24-hour emergency coverage by a responsible person(s).

### **III. Resident Responsibilities**

The Resident and the Resident’s Representative shall be responsible for the following:

1. Payment of the required rate.
2. Supply of personal clothing and effects.
3. Payment of all medical expenses, including transportation for emergency medical purposes, except where payment is available under Medicare, Medicaid, or third party coverage.
4. At the time of admission, a dated and signed medical evaluation which conforms to Department Regulations at least once every twelve (12) months or more frequently if a change in condition warrants.
5. Informing the Operator of change in health status, change in physician, or change in medication.
6. In addition, the Resident agrees to obey all reasonable rules of this smoke-free facility and to respect the rights and property of other residents.

## **IV. Financial Arrangements**

### **A. Rate**

The Resident and the Resident's Representative agree to pay and the Operator agrees to accept the following payment in full satisfaction of the services which the Operator must provide according to law and regulation.

Daily Rate of \_\_\_\_\_.

### **B. Respite Stay Policy**

- 1) Laurelwood at The Highlands will provide Respite at a minimum of two (2) weeks per visit, not to exceed six (6) weeks in a one (1) year period.
- 2) Only those Respite Residents who meet the current adult home level of functioning will be admitted to the Laurelwood Respite Program.
- 3) Respite Residents will receive the same emergency and evacuation training as all adult home residents.
- 4) Respite Residents will receive all of the same services provided to permanent Residents.

### **C. Supplemental Services**

Laurelwood guarantees that supplemental services or supplies shall be provided at Resident option and charges shall be made only for services and supplies actually chosen by and provided to the Resident.

### **D. Adjustments to the Rate: Supplemental Services Charges**

Laurelwood agrees not to charge additional fees or assessments in excess of those stated in this agreement, with the following exceptions:

1. Upon the express written approval and authority of the Resident or Resident's Representative; or,
2. To provide additional care, services, or supplies upon the express order of the Resident's primary physician; or,
3. Upon thirty (30) days written notice, prior to the reserve date, to the Resident and Resident's Representative of additional charges and expenses due to increased cost of maintenance and operation.
4. In the event of any emergency which affects the Resident, additional charges may be assessed for the benefit of the Resident as are reasonable and necessary for services, material, equipment, and food supplied during such emergency.

**E. Gifts**

If Resident wishes to voluntarily transfer money, property, or things of value to Laurelwood upon admission to the Respite Program or at any other time, Laurelwood will attach a listing of the items to be transferred to this agreement. This listing will become part of this agreement and include any agreements made by third parties for payments for the benefit of Resident.

**F. Tipping**

The Operator shall not accept, nor allow its staff or agents to accept, any tip or gratuity in any form.

**V. 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 will not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Service Plan. Therefore, Laurelwood may not accept nor retain the any individual who:

- needs continual medical or nursing care or supervision as provided by an acute care facility or a residential health care facility certified by the Department of Health;
- suffers from a serious and persistent mental disability sufficient to warrant placement in an acute care or residential treatment facility operated or certified by an office of the Department of Mental Hygiene;
- requires health, mental health, or other services which cannot be provided by local service agencies;
- causes, or is likely to cause, a danger to himself/herself or others;
- repeatedly behaves in a manner which directly impairs the well-being, care, or safety of the resident or other residents or which substantially interferes with the orderly operation of the enriched housing program;
- requires continual skilled observation of symptoms and reactions or accurate recording of such skilled observations for the purpose of reporting on a medical condition to the resident's physician;
- refuses or is unable to comply with a prescribed treatment program, including but not limited to a prescribed medications regimen when such refusal or inability causes, or is likely to cause, in the judgment of a physician, life-threatening danger to the resident or others;
- is chronically bedfast;
- is chronically chairfast and unable to transfer or chronically requires the physical assistance of another person to transfer;
- is chronically in need of the physical assistance of another person in order to walk;
- is chronically in need of the physical assistance of another person to climb or descend stairs, unless assignment on a floor with ground-level egress can be made;

- has chronic unmanaged urinary or bowel incontinence;
- suffers from a communicable disease or health condition which constitutes a danger to other residents and staff;
- is dependent on medical equipment unless it has been demonstrated that the equipment presents no safety hazard; use of the equipment does not restrict the individual to his/her room, impede the individual in the event of evacuation, or inhibit participation in the routine activities of the home; use of the equipment does not restrict or impede the activities of other residents; the individual is able to use and maintain the equipment with only intermittent or occasional assistance from medical personnel; assistance in the use or maintenance of the equipment, if needed, is available from local social services agencies or approved community resources and each required medical evaluation attests to the individual's ability to use and maintain the equipment.
- has chronic personal care needs which cannot be met by Assisted Living Residence staff or approved community providers;
- is not self-directing; i.e., requires continuous supervision and is not capable of making choices about his/her activities of daily living; or
- engages in alcohol or drug use which results in aggressive or destructive behavior.

2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. Laurelwood has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that Laurelwood is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Service Plan.

## **VI. Resident's Rights and Protections**

The Operator agrees to provide the Resident with a copy of the Resident Rights and Protections pamphlet and to treat each Resident in accordance with the principles stated therein.

## **VII. Termination**

This admission agreement and residency in the Laurelwood Respite Program may be terminated in the following ways:

1. By mutual agreement of the Resident and Operator.
2. Upon 3 days written notice from the Resident to the Operator of the Resident's intention to terminate the agreement and leave the Laurelwood Respite Program.
3. Upon three (3) days written notice from the Operator to the Resident. Involuntary termination of an admission agreement is permitted only for the reasons listed below and, if the Resident objects to the action, only after 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. The Resident requires continual medical or nursing care which the Laurelwood Respite Program cannot provide.
2. The Resident's behavior poses imminent risk of death or imminent risk of serious physical harm to Resident or anyone else.
3. The Resident fails to make timely payment for all authorized charges, expenses, and other assessments, if any, for services including use and occupancy of the premises, materials, equipment, and food which the Resident has agreed to pay pursuant to the Resident's admission and services agreement. If failure to make timely payment resulted from an interruption in the receipt by the Resident of any public benefits to which

he is entitled, no involuntary termination can take place unless the Operator, during the three (3) day notice period, assists the Resident in obtaining such benefits or any other available supplemental public benefits. The Resident must cooperate with such efforts by the Operator.

4. The Resident repeatedly behaves in a manner that directly impairs the well-being, care, or safety of the Resident or any other resident or which substantially interferes with the orderly operation of the Assisted Living Program.
5. The Operator has had its operating certificate limited, revoked, temporarily suspended, or the Operator has voluntarily surrendered the operating certificate of the Assisted Living Program to the New York State Department of Social Services.
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Assisted Living Program to other facilities or is making other provision for the residents' continued safety and care.

If the Operator decides to terminate the admission agreement for any of the reasons given above, the Operator will have hand delivered to the Resident a notice of termination on a form prescribed by the New York State Department of Social Services. Such notice will include the date of termination and discharge, which must be at least three (3) days after delivery of the notice, the reason for termination, a statement of the Resident's right to object, and a list of free legal and advocacy resources approved by the New York State Department of Social Services. Copies will be sent to the Resident's next of kin, legally responsible relatives, and to the appropriate regional office of the New York State Department of Social Services.

The Resident may object to the Operator about the termination and may be represented by an attorney or advocate. When the Resident challenges the

termination, the Operator, in order to terminate, must institute a special proceeding in court. The Resident will not be discharged against his will unless the court rules in favor of the Operator.

### **VIII. Transfer**

Notwithstanding the above, the Operator may seek appropriate evaluation and assistance and may arrange for the transfer of a resident to an appropriate and safe location, prior to termination of an admission agreement and without three (3) days notice or court review, for the following reasons:

1. When Resident develops a communicable disease, medical or mental condition, or sustains an injury such that continual skilled medical or nursing services are required. When the basis for the transfer no longer exists, and the Resident is deemed appropriate for placement in an Assisted Living Program, the Resident shall be readmitted.
2. In the event that a Resident's behavior poses an imminent risk of death or serious physical injury to Resident or others.
3. When a receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all residents in the Assisted Living Program to other facilities or is making other provision for the Resident's continued safety and care.

After transfer, if return to the Assisted Living Program is not anticipated, the Operator will initiate termination procedures as set forth in Section VI of this agreement.

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

Upon termination of this agreement, the Operator shall provide the Resident with a final written statement of the Resident's payment at the Laurelwood Respite Program. In addition, the Operator shall return, within three (3) business days of the termination of the agreement, any money, property, or thing of value held in

safekeeping or owed the Resident. This shall include any money or property of the Resident which comes into the possession of the Operator after discharge.

The Operator shall provide the Resident with a refund based upon the daily charge and the date of termination if either the Operator or the Resident has given notice to terminate this agreement as provided for in Section VI above.

If the Resident dies, the Operator shall turn over the property of the individual to the legally authorized representative of the estate.

If a Resident dies without a will and the whereabouts of the next of kin of the individual are unknown, the Operator shall then contact the Surrogate's Court of the county wherein the Laurelwood Respite Program is located in order to determine what should be done with the property of the individual.

#### **X. Waiver**

Any modification or provision of this agreement not consistent with Social Services Law and the Regulations of the New York State Department of Social Services for Adult Care Facilities shall be null and void.

Waiver by the Resident of any provision in this agreement which is required by law or regulation shall be null and void.

#### **XI. 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: \_\_\_\_\_

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\_\_\_\_\_  
Signature of Resident's Representative

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

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\_\_\_\_\_  
Signature of Operator or Designee

**TEMPORARY RESIDENTIAL CARE (RESPITE)  
ADDENDUM TO RESIDENCY AGREEMENT**

\_\_\_\_\_ (“You” or “Resident”) have requested to stay at Laurelwood at The Highlands (“Community”) until \_\_\_\_\_ {date} (the “Respite Stay”). This Respite Stay is limited to up to 6 weeks in any twelve (12) month period. In connection with the Respite Stay, you and the Community have entered into the Community’s Respite Residency Agreement, a copy of which is attached to this Addendum. The Community holds the following licenses and certifications:

- Adult Home
- Special Needs Assisted Living Residence
- Assisted Living Residence

The purpose of this Addendum is to amend certain provisions of the 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 Residency Agreement early by delivering to the Community notice of termination at least three (3) days prior to the date you intend to vacate your Respite Apartment. 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 (3) days written notice on the grounds set forth in the Termination procedure provided in the 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 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 thirty (30) days prior to admission, you must provide a dated and 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 provisions of this Addendum supersede any provisions of the Residency Agreement that are inconsistent with this Addendum. All other terms in your Residency Agreement remain in full force and effect.
7. All Residents admitted under this Addendum to the 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 Respite 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 (1) 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 Residency Agreement and, by signing below, agree to all the terms and conditions contained therein.*

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Signature of Community Representative/Title

Date

---

Signature of Resident

Date

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

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Signature of Responsible Person

Date