

Name: \_\_\_\_\_ Admission Date: \_\_\_\_\_

House: \_\_\_\_\_ Room: \_\_\_\_\_

**Tennyson Court**  
**RESIDENCY AGREEMENT**

**Tennyson Court**  
Residency Agreement

**Assisted Living Residence**  
**Residency Agreement**  
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## **I. General Provisions**

**A. THIS AGREEMENT** is made between Tennyson Court, LLC the “Operator”, \_\_\_\_\_ (the “You” or the “Resident”), \_\_\_\_\_ (“Your Representative” or the “Resident’s Representative”, if any) and \_\_\_\_\_ (“Your Legal Representative,” the “Resident’s Legal Representative”, if any).

### **RECITALS**

**The Operator** is licensed by the New York State Department of Health to operate:

Tennyson Court Senior Care Community  
49 Tennyson Court  
Williamsville, NY 14221

as an Assisted Living Residence (“The Residence”) and as an Adult Home. The Operator is also certified to operate, at this location, 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 items, limitations and conditions contained in this Agreement and shall remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

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

1. **Your Apartment/Room** You may occupy or use a private ( ) or semi-private ( ) apartment /room identified in Exhibit I.A.1. and 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, computer room, private dining room and activity center.
3. **Furnishings/Appliances Provided By The Operator**  
Attached as Exhibit I.A.3. and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by the Operator in Your apartment.
4. **Furnishings/Appliances Provided by You**  
Attached as Exhibit I.A.4. and made a part of this agreement is an inventory of furnishings, appliances and other items supplied by You in Your apartment/room. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

##### **B. Basic Services**

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

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1. **Meals and Snacks.** Three (3) nutritional, well-balanced meals a day and a nutritious evening snack are included in Your Basic Rate. The following diets will be available when ordered by Your primary physician and included in Your Individualized Service Plan: Low Concentrated sweets (LCS), No Added Salt (NAS), or regular.
2. **Activities.** The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.
3. **Housekeeping.** The facility will provide weekly vacuuming, dusting, bathroom cleaning and daily emptying of trash.
4. **Linen Service.** The facility will provide towels and washcloths, pillow, pillowcase, blanket, bed sheets, bedspread; all clean and in good condition
5. **Laundry of Your personal Washable clothing.**
6. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.
7. **Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.
8. **Personal Care.** Include some assistance with bathing, grooming, dressing, toileting, ambulation, transferring, medication acquisition, storage and disposal, assistance with self-administration of medication.
9. **Development of Individualized Service Plan.** The Operator will develop an Individualized Service Plan to address the Resident's needs. The Individualized Service Plan will be updated every six months or when there is a change in health.

**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 fee from the Operator directly or through arrangements with the Operator. This exhibit states who will provide such services or amenities, if other than the Operator.

**D. Licensure/Certification Status**

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

**II. Disclosure Statement**

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

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### **III. Fees**

#### **A. Tiered Fee Arrangements**

1. The Residence operates with a tiered fee arrangement, in which the amount of the Basic Rate depends upon the types of services provided (“Basic Rate”). The Basic Rate includes the monthly charges for accommodations and basic services (“Accommodations and Basic Services Fee”) and a level of care fee (“Level of Care Fee”). The Level of Care Fee for each resident will be determined by the level of care the Resident is assigned based upon his or her needs, as set forth in detail in Exhibit III.A.1. Your Total Monthly Basic Rate is the total of your monthly Accommodations and Basic Services Fee and your Level of Care Fee.
2. The Basic Rate will change immediately upon a change, either upward or downward, in the applicable level of care. If the Basic Rate is adjusted for reasons other than a change in the level of care, you will be given the notice required as set forth in Section III.E below.
3. The first month of Your Basic Rate is due prior to your move in. A summary of all Your fees is found in Exhibit III.C. and includes the total amount due prior to move-in.
4. You and Your Legal Representative agree that You will pay, and Operator agrees to accept, Your regular payment of the Total Monthly Basic Rate in full satisfaction of the Basic Services described above in Section I.A. and Section I.B. of this Agreement.
5. In the event of an 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, food furnished and supplied during such emergency, in accordance with Department of Health regulation 10 NYCRR § 1001.8(b)(2)(xvi)(c).

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

1. A Supplemental or Additional Fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate. A Supplemental Fee must be at Resident option and may only be charged for services and supplies actually supplied to the resident.
2. A Community Fee is a one-time fee that the Operator may charge at the time of admission. Tennyson Court charges a one-time \$2,500 Community Fee to all residents upon admission. The fee is non-refundable. The prospective Resident, once fully informed of the terms of the Community Fee, may choose whether to accept the Community Fee as a condition of residency in the Residence, or to reject the Community Fee and thereby reject residency at the Residence.

*(See Exhibits I.C and III.B. for any Supplemental, Additional or Community Fees to be charged to the Resident.)*

#### **C. Rate or Fee Schedule.**

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

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**D. Billing and Payment Terms**

1. Full payment is due by the 1<sup>st</sup> day of each month and shall be delivered or mailed to:

Tennyson Court  
49 Tennyson Court  
Williamsville, NY 14221

2. Any payment received on or after the 10<sup>th</sup> day of any month shall be subject to a late fee of 2.5% of the total rent due, in addition to the total amount due prior to such delinquency, provided, however, that the Resident or Responsible Party, if any, shall have the right to contest that there has been late payment or that such sums are actually due under this Agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties.
3. If 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, this agreement may be terminated 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 written notice of any proposed increase of the rates set forth in Section III.A.1 and Section III.A.2 of this agreement and in Exhibits III.A.1, III.B and I.C or of the rate for your Housing Accommodations not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4 and 5 below.
2. Since a community fee is a one-time fee, there can be no subsequent increase in the Community Fee charged to you by the Operator once You have been admitted as a resident.
3. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.
4. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may through an amendment to this Agreement increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written notice.
5. In the event of any emergency that affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.
6. A change in your level of personal care and associated charge is not considered an increase in rate or fees and is not subject to the 45-day notice requirement.

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**F. Bed Reservation**

1. The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence.
2. The charge for this reservation is Your Total Monthly Basic Rate (as shown on Exhibit III.C), prorated on a per diem basis.
3. The length of time the space will be reserved is 30 days.
4. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement.
5. You may choose to terminate this Agreement rather than reserve such space, but must provide the Operator with any required notice.
6. If you are absent from the Residence for medical reasons for more than fourteen (14) consecutive days, you will receive a credit toward your Basic Rate equal to Your Level of Care Fee. This credit will begin on the fifteenth (15th) day of Your absence and will end when your medical condition allows You to return to the Residence. You will be required to pay the Basic Rate less the above described credit until such time as the Agreement is terminated pursuant to Section XIII of this Agreement or You return to the Residence.

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

1. Upon termination of this agreement or at the time of Your discharge, but in no case more than three business days after You leave the Residence, the Operator must provide You, Your Resident or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence.
2. The Operator must also return at the time of Your discharge, but in no case more than three business days any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis or a per diem proration any advance payment(s) which You have made.
3. If You die, the Operator must turn over Your property to the legally authorized representative of Your estate. If You die without a will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County wherein the Residence is located in order to determine what should be done with property of Your estate.

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

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

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

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

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**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. Resident Accounts**

If You wish for the Community to hold Your private funds for Your personal uses, the Community does offer resident accounts. You will be issued a receipt for all funds given to the facility to hold on Your behalf and for all funds released to You, and copies of Your account ledger are available upon request.

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

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. The Operator shall not exclude an individual on the basis of 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 or not you are appropriate for admission.
3. The Operator has conducted such an evaluation of You and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.
4. If you are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.
5. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
6. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement.
7. Enhanced Assisted Living Care may be provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
  - a. are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
  - b. have chronic unmanaged urinary or bowel incontinence.

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

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

**XI. Rules of the Residence**

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

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

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

1. Payment of the Total Monthly Basic Rate and any 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 additional obligations:

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

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**XIII. Termination and Discharge**

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

1. By mutual agreement between You and the Operator;
2. Upon 30 days written notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility.
3. Upon 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

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for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

- B.** The grounds upon which involuntary termination may occur are:
  - 1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
  - 2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
  - 3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.
  - 4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;
  - 5. The Operator has had its operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;
  - 6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.
- C.** If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, which must be at least 30 days after delivery of notice, the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by the State Department of Health.
- D.** You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, the Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of the Operator.
- E.** While legal action is in progress, the Operator must not seek to amend the Residency Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by Department regulations and the Residency Agreement, or engage in any action to intimidate or harass You.
- F.** Both You and the Operator are free to seek any other judicial relief to which they may be entitled.
- G.** The Operator must assist You if the Operator proposes to transfer or discharge You to the extent necessary to assure, whenever practicable, Your placement in a care setting which is adequate, appropriate and consistent with Your wishes.

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**XIV. Transfer**

- A.** Notwithstanding the above, an Operator may seek appropriate evaluation and assistance and may arrange for Your transfer to an appropriate and safe location, prior to termination of a Residency Agreement and without 30 days' notice or court review, for the following reasons:
  1. When You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services is required;
  2. In the event that Your behavior poses an imminent risk of death or serious physical injury to You or others; or
  3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.
- B.** If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been moved.
- C.** 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.
- D.** If the basis for the transfer permitted under Section XIV.A above no longer exists, You are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, You must be readmitted.

**XV. Resident Rights and Responsibilities**

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

**XVI. Complaint Resolution**

- A.** The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit XVI and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence.
- B.** The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose.
- C.** 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.
- D.** Complaint handling is a direct service of the Long Term Care Ombudsman Program. The Long Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

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**XVII. Miscellaneous Provisions**

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

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**Personal Guarantee of Payment** (Optional)

I, \_\_\_\_\_ personally guarantee payment of charges for the Basic Rate for  
(Resident Name) \_\_\_\_\_ Admitted on: \_\_\_\_\_.

And I, \_\_\_\_\_ also personally guarantee payment of charges for services,  
materials or equipment, provided to the resident listed above, that are not covered by the Basic Rate:

---

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

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

**EXHIBIT I.A.1.**

**IDENTIFICATION OF APARTMENT/ROOM**

1. The selected apartment is located in \_\_\_\_\_ neighborhood.
2. The selected apartment number is \_\_\_\_\_.
3. This apartment is provided subject to the terms of this Agreement.
4. [ ] Second Occupant

**EXHIBIT I.A.3.**

**FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR**

The Operator provides the following furnishings as indicated:

- Bed standard single with clean springs and a well-built comfortable mattress
- Chest of drawers
- Bedside table with lamp
- Window treatment
- Chair
- Non-removable, lockable storage space
- Closet
- Hinged entry door
- Private bathroom with walk-in shower, toilet and sink (non-memory care)
- Private bathroom with toilet and sink (memory care)
- Non-skid bath mat
- Refrigerator
- Wall to wall carpet

## EXHIBIT I.A.4.

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

Residents are permitted to bring the items below.

(Check all that apply)

<input type="checkbox"/> a. bed	<input type="checkbox"/> h. non-skid bath mat
<input type="checkbox"/> b. nightstand	<input type="checkbox"/> i. wastebasket
<input type="checkbox"/> c. chest of drawers	<input type="checkbox"/> j. couch
<input type="checkbox"/> d. easy chair	<input type="checkbox"/> k. table
<input type="checkbox"/> f. bed linens/pillow/bedspread	<input type="checkbox"/> l. soap
<input type="checkbox"/> g. bath linens	<input type="checkbox"/> m. other _____

### **ITEMS NOT ALLOWED**

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

## EXHIBIT I.C.

### **SUPPLEMENTAL SERVICES, SUPPLIES OR AMENITIES**

## **SUPPLEMENTAL SERVICES AND SUPPLIES, FEES**

Incontinence Products: As described on the following page, residents may opt to purchase incontinence supplies through the community at the rates stated below. The rate will include a month's supply of the product you choose:

Tier 1	\$65/month
Tier 2	\$120/month
Tier 3	\$180/month
Overnight Pack	\$20/each

Replacement Lock and Cylinder Set       \$57

Lost Room Key \$5

Cable Included at no additional cost

Telephone \$50/month

- Operator will provide complimentary transportation for medical appointments on a first come first serve basis between 7:30 a.m.— 6:00 p.m., with 24-hour notice, Tuesdays and Thursdays within a 10-mile radius of Tennyson Court. Resident will be charged mileage exceeding 10 miles at current IRS per mile reimbursement rate. All other transportation will be charged at \$25/hr and is subject to availability of the facility vehicle.

Salon as posted in Salon

Guest Breakfast or Lunch \$6

Guest Dinner \$7

Catering \_\_\_\_\_ priced based on menu

- Please consult the Dining Services Director for catering options



## Personal Care Solutions

Please select the product(s) below that you would like to order. Check the box and/or circle size where applicable.

Resident Name: \_\_\_\_\_

### Tier 1: Recommended for light urinary incontinence

Cost \$65



TENA ProSkin™  
Moderate Absorbent Pads



TENA ProSkin™ Moderate  
Long Absorbent Pads



TENA ProSkin™  
Ultimate Absorbent Pads



TENA ProSkin™  
Overnight Absorbent Pads



TENA 'MEN'  
Moderate Guard



TENA ProSkin™  
Cleansing Cream  
(8.5 fl. oz.)



### Tier 2: Recommended for moderate to heavy urinary incontinence

Cost \$120



TENA ProSkin™ Plus  
Protective Underwear  
S M L XL 2XL



TENA ProSkin™  
Underwear for Women  
S/M L XL



TENA ProSkin™  
Underwear for Men  
M L XL



TENA ProSkin™  
Cleansing Cream  
(8.5 fl. oz.)



### Tier 3: Recommended for heavy incontinence

Cost \$180



TENA ProSkin™ in Stretch™  
Super Briefs  
3XL



TENA Small  
Brief



TENA ProSkin™  
Stretch™ Ultra Briefs  
M/L L/XL 2XL



TENA ProSkin™  
Stretch™ Ultra Briefs  
2XL



TENA ProSkin™  
Overnight™  
Super Protective Underwear  
M L XL



TENA ProSkin™  
Cleansing Cream  
(8.5 fl. oz.)



### A La Carte Skincare items

Cost \$20 per bag



TENA ProSkin™  
Overnight™  
Super Protective Underwear  
M L XL



#### I would like to enroll in the program

Total Monthly Cost \_\_\_\_\_ Signature of Program Manager \_\_\_\_\_

Date \_\_\_\_\_ Signature of Resident or Responsible Party\* \_\_\_\_\_

#### I decline participation in the program

I understand that inventory for incontinence and compression products will need to be monitored and maintained by the resident and/or representative. I understand that depletion of supplies resulting in a need to use community inventory will result in automatic enrollment in the Program and the corresponding monthly charge will be automatically added to the following month's invoice.

\*\*I understand that certain products may require the order of a health care provider involved in my care.

Note: Excessive use may result in additional charges.

**EXHIBIT I.D.**

**LICENSURE/CERTIFICATION STATUS OF PROVIDERS**

At this time there are no providers offering home care or personal care services under any arrangement with the Operator. Tennyson Court will, however, make every effort to assist You in obtaining appropriate home care or personal services if You so desire.

## EXHIBIT II.

### **DISCLOSURE STATEMENT**

Tennyson Court, LLC, “The Operator” as operator of Tennyson Court (“The Residence”), hereby discloses the following, as required by Public Health Law Section 4658 (3) applicable to all Assisted Living Residences .

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D-1 of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate at 49 Tennyson Court, Williamsville, NY 14221, an Assisted Living Residence as well as an Adult Home.

The Operator is also certified to operate at this location an Enhanced Assisted Living Residence for up to **40 residents** and a Special Needs Assisted Living Residence for up to **32 residents**.

The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living and Special Needs Assisted Living Residences. **It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the numbers of persons stated above.**

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 Tennyson Court and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

If You become appropriate for Enhanced Assisted Living Services or Special Needs Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living unit (or program). If, however, such units are at capacity and there are no vacancies, the Operator will assist You and Your representatives to identify and obtain other appropriate living arrangements in accordance with New York State’s regulatory requirements.

If you become eligible for the 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 living space within Tennyson Court.

3. The Operator or others providing services at the Residence do not hold any health-related licensure or certifications other than what is listed herein.
4. The owner of the real property upon which the Residence is located is

Salem Buffalo, LLC

5. The mailing address of such real property owner is:

5346 Drane Dr.  
Dallas, TX 75209

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

Jim Hands  
Salem Buffalo, LLC  
5346 Drane Dr.  
Dallas, TX 75209

7. The Operator of the Residence is:

Tennyson Court, LLC  
49 Tennyson Court  
Williamsville, NY, 14221

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

Jim Hands  
Salem Buffalo LLC  
5346 Drane Dr.  
Dallas, TX 75309

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

None

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

None

11. Tennyson Court, LLC fully supports the Resident's right to choose their health care providers, notwithstanding any other agreement to the contrary.

12. Public funds may be used for payment for residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services.

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

14. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator or regarding Home Care Services is 1-866-893-6772.

15. 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. (716) 878-2385 is the Local LTCOP telephone number. The NYSLTCOP web site is [www.ltombudsman.ny.gov](http://www.ltombudsman.ny.gov).

## EXHIBIT III.A.1

### **TIERED FEE ARRANGEMENTS**

The care needs of the resident are evaluated prior to move in and at regular intervals thereafter to determine the resident's appropriate level of care. This will be completed in consultation with Your physician. A copy of the assessment tool is provided upon request. If the resident's comprehensive assessment and/or the services specified on the Resident Individualized Service Plan indicate(s) that the resident requires services beyond those services included in the Housing Accommodations and Basic Services Fee, described below, then the resident will be placed into and required to pay the additional monthly Level of Care Fee for one of the levels of care identified below. If a resident moves to a higher level of care, charges associated with the higher level (and prorated to the actual days in the higher level of care for periods of less than one month) will be assessed commencing with the first date the resident receives the services associated with the higher level of care.

#### **Non-Memory Care (ALR-Only & EALR) Fees:**

##### **Housing Accommodations and Basic Services**

*Includes use of your room and common areas, meals and snacks, activities, housekeeping, 24-hour supervision, case management, and up to 3.75 hours per week of standby and/or occasional assistance with personal care, which includes dressing, grooming, including hair, teeth brushing, shaving, etc., and showering, and assistance with medication management, cues and reminders for toileting, and monthly weight recording.*

##### **Care Level One—additional \$0 per month**

*Includes all the services set forth above as Housing Accommodations & Basic Services.*

*Personal care services beyond 3.75 hours per week will be provided in accordance with the Care Levels as described below.*

##### **Care Level Two—additional \$750 per month**

*Includes all the services set forth above in Care Level One, and intermittent hands on assistance with one or more of the following tasks: dressing, grooming including hair, teeth brushing, shaving, etc., and showering -- when the resident cannot complete a specific task without assistance, use of wanderguard system, if desired and approved by the Department, and, if admitted to the facility's EALR, one or more of the following services:*

- *Weekly, and daily injections covered by the facility's equivalency (e.g. insulin, B12);*
- *Assistance with toileting requiring 2-hour toileting schedule to manage bowel & bladder incontinence*
- *Vital recordings (e.g., blood pressure, pulse ox, glucose);*
- *Assistance with the following medical equipment: CPAP, BiPAP; oxygen concentrators and portable oxygen tanks;*
- *RN Assessment for PRN medication;*

*Treating abrasions and skin tears.*

##### **Care Level Three -- additional \$1,500 a month**

*Includes all the services set forth above in Care Level Two, and continual hands-on assistance with one or more of the following tasks: dressing, grooming including hair, teeth brushing, shaving, etc., and showering --when the resident cannot complete a specific task without assistance, plus:*

- Assistance with ambulation and transfer;
- Assistance with transferring with a Gait belt; and
- Any of the following skilled service, if admitted to the EALR:
  - Care of Foley bags; and
  - Changing ostomy and urostomy pouches.

### **Memory Care (SNALR) Fees:**

#### **SNALR Housing Accommodations and Basic Services**

*Includes use of a room in the secured SNALR unit, staffing to meet the needs of SNALR residents, and all the services delivered as part of the Operator's memory care program, as specified in Section I.B of this Agreement, such as meals and snacks, activities, housekeeping, 24-hour supervision, case management, and assistance with personal care including dressing, grooming (hair, teeth brushing, shaving, etc.,), showering, assistance with medication management, cues and reminders for toileting and monthly weight recording. Personal care services beyond 3.75 hours per week will be provided in accordance with the Care Levels as described below.*

#### **SNALR Care Level One—additional \$0 per month**

*Includes all of the services set forth above in the SNALR Housing Accommodations & Basic Services.*

#### **SNALR Care Level Two—additional \$750 per month**

*Includes all the services set forth above in SNALR Care Level One, and intermittent hands on assistance with one or more of the following tasks: dressing, grooming including hair, teeth brushing, shaving, etc., and showering --when the resident cannot complete a specific task without assistance, assistance with toileting requiring 2-hour toileting schedule to manage bowel & bladder incontinence, and if admitted to the facility's EALR, one or more of the following skilled services:*

- Weekly, and daily injections covered by the facility's equivalency (e.g. insulin, B12);
- vital recordings (e.g. blood pressure, pulse ox, glucose);
- Assistance with the following medical equipment: CPAP, BiPAP; oxygen concentrators and portable oxygen tanks;
- RN Assessment for PRN medication;
- treating abrasions and skin tears.

#### **SNALR Care Level Three —additional \$1,500 a month**

*Includes all the services set forth above in SNALR Care Level Two, and continual hands on assistance with one or more of the following tasks: dressing, grooming including hair, teeth brushing, shaving, etc., and showering --when the resident cannot complete a specific task without assistance, and one or more of the following services:*

- Assistance with ambulation and transfer;
- Assistance with transferring with a Gait belt; and
- If admitted to the EALR, any of the following services:
  - care of Foley bags; and
  - Changing ostomy and urostomy pouches.

**EXHIBIT III.B.**

**ADDITIONAL OR COMMUNITY FEES**

Community Fee: \$ 2,500

- This is a one-time non-refundable Admission fee. This fee must be paid on or before the date of your admission.

**EXHIBIT III.C.**  
**RATE OR FEE SCHEDULE**

**Non-Memory Care**

Housing Accommodation & Basic Services Fee:

<input type="checkbox"/> Standard Room	\$6,460/month
<input type="checkbox"/> Mid-Size Room	\$6,745/month
<input type="checkbox"/> Large Room	\$7,235/month
<input type="checkbox"/> Semi-Private Room with Companion	\$4,580/month

**Housing Accommodation & Basic Services Monthly Rate**      \$ \_\_\_\_\_

Level of Care fee: *(Check one)*

<input type="checkbox"/> Care Level One	\$0/month ( <i>Included in Housing Accommodation &amp; Basic Services Fee</i> )
<input type="checkbox"/> Care Level Two	\$750/month
<input type="checkbox"/> Care Level Three	\$1,500/month

**Level of Care Monthly Rate** \$ \_\_\_\_\_

**Memory Care (SNALR)**

SNALR Housing Accommodation & Basic Services Fee: *(Check one)*

<input type="checkbox"/> Semi-Private Room with Companion	\$6,230/month
<input type="checkbox"/> Standard Room without Shower	\$7,465/month
<input type="checkbox"/> Standard Room with Shower	\$8,055/month
<input type="checkbox"/> Large Room with Shower	\$8,340/month

**SNALR Housing Accommodation & Basic Services Monthly Rate**      \$ \_\_\_\_\_

SNALR Level of Care fee: *(Check one)*

<input type="checkbox"/> SNALR Care Level One	\$0/month ( <i>Included in SNALR Housing Accommodation &amp; Basic Services Fee</i> )
<input type="checkbox"/> SNALR Care Level Two	\$750/month
<input type="checkbox"/> SNALR Care Level Three	\$1,500/month

**SNALR Level of Care Monthly Rate**      \$ \_\_\_\_\_

**Telephone Service Monthly Rate(optional)**      \$ \_\_\_\_\_

**Your Total Monthly Basic Rate:**      \$ \_\_\_\_\_

*\*Due the first of each month*

**EXHIBIT V**

## **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 VI .**

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

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

Attached Form DOH-5194

**EXHIBIT XI.**

**RULES OF THE RESIDENCE**

The Rules of the Residence are set forth in the Resident Handbook.

## EXHIBIT XV.

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

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

- (A) EVERY RESIDENT'S PARTICIPATION IN ASSISTED LIVING SHALL BE VOLUNTARY, AND PROSPECTIVE RESIDENTS SHALL BE PROVIDED WITH SUFFICIENT INFORMATION REGARDING THE RESIDENCE TO MAKE AN INFORMED CHOICE REGARDING PARTICIPATION AND ACCEPTANCE OF SERVICES;
- (B) EVERY RESIDENT'S CIVIL AND RELIGIOUS LIBERTIES, INCLUDING THE RIGHT TO INDEPENDENT PERSONAL DECISIONS AND KNOWLEDGE OF AVAILABLE CHOICES, SHALL NOT BE INFRINGED;
- (C) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVATE COMMUNICATIONS AND CONSULTATION WITH HIS OR HER PHYSICIAN, ATTORNEY, AND ANY OTHER PERSON;
- (D) EVERY RESIDENT, RESIDENT'S REPRESENTATIVE AND RESIDENT'S LEGAL REPRESENTATIVE, IF ANY, SHALL HAVE THE RIGHT TO PRESENT GRIEVANCES ON BEHALF OF HIMSELF OR HERSELF OR OTHERS, TO THE RESIDENCE'S STAFF, ADMINISTRATOR OR ASSISTED LIVING OPERATOR, TO GOVERNMENTAL OFFICIALS, TO LONG TERM CARE OMBUDSMEN OR TO ANY OTHER PERSON WITHOUT FEAR OF REPRISAL, AND TO JOIN WITH OTHER RESIDENTS OR INDIVIDUALS WITHIN OR OUTSIDE OF THE RESIDENCE TO WORK FOR IMPROVEMENTS IN RESIDENT CARE;
- (E) EVERY RESIDENT SHALL HAVE THE RIGHT TO MANAGE HIS OR HER OWN FINANCIAL AFFAIRS;
- (F) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVACY IN TREATMENT AND IN CARING FOR PERSONAL NEEDS;
- (G) EVERY RESIDENT SHALL HAVE THE RIGHT TO CONFIDENTIALITY IN THE TREATMENT OF PERSONAL, SOCIAL, FINANCIAL AND MEDICAL RECORDS, AND SECURITY IN STORING PERSONAL PROSSESSIONS;
- (H) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE COURTEOUS, FAIR AND RESPECTFUL CARE AND TREATMENT AND A WRITTEN STATEMENT OF THE SERVICES PROVIDED BY THE RESIDENCE, INCLUDING THOSE REQUIRED TO BE OFFERED ON AN AS-NEEDED BASIS;
- (I) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE OR TO SEND PERSONAL MAIL OR ANY OTHER CORRESPONDENCE WITHOUT INTERCEPTION OR INTERFERENCE BY THE OPERATOR OR ANY PERSON AFFILIATED WITH THE OPERATOR;

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

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

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

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

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

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

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

(Q) EVERY RESIDENT OF ANY 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-STATE RIGHTS AND RESPONSIBILITIES THROUGH A WAIVER OR ANY OTHER MEANS.

## EXHIBIT XVI.

### **RESIDENT GRIEVANCES AND RECOMMENDATIONS**

#### **Grievances and Recommendations**

##### **Policy:**

It shall be the policy of Tennyson Court, to respond to any grievance voiced by a resident and/or their representative, without fear of reprisal or punishment.

##### **Procedures:**

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

- A. Resident and/or Representative should discuss the complaint with a staff member
- B. At any time during this process, the resident and/or resident's representative, may choose to file the grievance with the local ombudsman. If so desired, a Tennyson Court representative shall assist the resident and/or representative in forwarding the written grievance to the appropriate address and contact person.
- C. If unable to resolve the grievance with a staff person, the resident and/or their representative should request to speak with a supervisor.
- D. It is not necessary to submit a grievance in writing
- E. If unable to resolve the grievance with a supervisor, the resident and/or their representative should request to speak with the Administrator or designee. If not immediately available, an appointment will be offered. 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.
- F. 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 on the Grievance/Complaint form. Assistance with completion of this form will be provided to You upon request.
- G. 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.
- H. The Administrator or designee will respond in writing to Resident Council complaints.
- I. If at any time a resident wishes to submit their grievance or recommendation to Tennyson Court but wishes to remain anonymous, they may drop their written Grievance/Complaint information or form into the Tennyson Court 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.

- J. The Resident or Representative may submit their grievance by
  1. Writing to the NYS DOH at  
Complaint and Division of Adult Care  
875 Central Ave  
Albany, NY 12206  
OR
  2. Calling NYS DOH hotline 1-866-893-6772
- K. 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 Tennyson Court.
- L. For the communities that focus on specifically dementia residents, a family council meeting will be established so representatives can communicate concerns and issues.
- M. Submissions of grievances and/recommendations will be kept confidential including the identification of staff to whom grievances and recommendations have been made.

## EXHIBIT XVII

## **GRIEVANCE/COMPLAINT FORM**

This form may be used to document a grievance/complaint, concern and/or a recommendation. Any and all names and/or parties documented on this form will be held in strict confidence. When completed return to the receptionist.

\*\*\*\*\*

Complainant's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Signature: \_\_\_\_\_

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

This is an addendum to a Residency Agreement made between Tennyson Court, LLC (the "Operator"), \_\_\_\_\_, (the "Resident or You"), \_\_\_\_\_, (the "Resident's Representative"), and \_\_\_\_\_, (the "Resident's Legal Representative"). 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 Tennyson Court Senior Care Community, located at 49 Tennyson Court, Williamsville, NY 14221.

### **II. Physician Report**

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

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

### **III. Request for and Acceptance of Admission**

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

#### IV. Specialized Programs, Staff Qualifications and Environmental Modifications

- Tennyson Court's Enhanced Assisted Living Residence Program is provided to persons who require

The following services, which are beyond what can be provided in the Assisted Living Residence:

- i. Assisting with medical equipment, such as CPAP, BiPAP, and oxygen concentrators
- ii. Foley bags
- iii. Portable oxygen tank
- iv. Abrasion and skin tears
- v. Blood pressure
- vi. Daily injections
- vii. Ostomy pouch change

- Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to perform and carry out the tasks that the resident requires. The staffing plan will be adjusted to meet the acuity needs and census of residents enrolled in the enhanced program.
- All employees are provided with an orientation to the facility and its general policies and procedures. Employees delivering care directly to residents complete a comprehensive training that is approved by the Department of Health to enable them to competently and compassionately deliver personal care services and medication assistance to residents.
- The entire building 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.

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

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

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

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

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

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

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

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

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

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

This is an addendum to a Residency Agreement made between Tennyson Court Senior Care Community (the "Operator"), \_\_\_\_\_, (the "Resident" or "You"), \_\_\_\_\_ (the "Resident's Representative"), \_\_\_\_\_, (the "Resident's Legal Representative").

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.

**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 Tennyson Court Senior Care Community located at 49 Tennyson Court Williamsville, New York 14221

**Request for and Acceptance of Admission**

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

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

- Specialized services to be provided in the Special Needs Residence include special daily activities to challenge dementia residents. The program is supervised by a LPN and a Dementia Unit Program Director.
- The Special Needs Assisted Living Residents have access to a 24/7 nurse. Nurses are on site daily to assess resident needs. The SNALR will be staffed with at least 4-6 resident care aides dedicated to serve up to 49 residents at all times. Additionally, all facility staff is available to attend to the needs of SNALR residents.
- Each one of our personal care aides and nurses receive comprehensive training on effectively and respectfully meeting the special needs of persons with dementia. The training includes methods on successfully cuing residents to independently perform personal care tasks, coordinating care with the resident's family and wandering prevention.
- The Special Needs Assisted Living Residence is organized as a secured unit that is equipped with delayed egress doors to prevent wandering. Window openings are limited to prevent accidents and elopement. The entire 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 SNALR residents to safely enjoy the outdoors. The SNALR has its own dining room to allow for staff to accommodate resident's needs and variations in dining schedules.

IV. Addendum Agreement Authorization.

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

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

(Signature of Resident)

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

(Signature of Resident's Representative)

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

(Signature of Resident's Legal Representative)

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

(Signature of Operator or Operator's Representative)