



**ASSISTED LIVING RESIDENCE
RESIDENCY AGREEMENT**

GLENMERE AT CLOVERWOOD

ASSISTED LIVING RESIDENCY AGREEMENT

<u>TABLE OF CONTENTS</u>	<u>Page</u>
SECTION 1.	- 1 -
A. Housing Accommodations and Services.....	- 1 -
1. Living Space	- 1 -
2. Common Areas	- 1 -
3. Furnishings/Appliances to be provided by Operator	- 2 -
4. Furnishings/Appliances to be provided by Resident	- 2 -
B. Basic Services.....	- 2 -
1. Meals and Snacks.....	- 3 -
2. Activities	- 3 -
3. Housekeeping.....	- 3 -
4. Linens.....	- 3 -
5. Personal Laundry	- 4 -
6. Supervision on a 24-hour Basis	- 4 -
7. Case Management	- 4 -
8. Personal Care	- 4 -
9. Development of Individualized Service Plan	- 5 -
C. Additional Services.....	- 5 -
D. Licensure/ Certification Status of Providers.....	- 5 -
SECTION 2. Disclosure Statement.....	- 5 -
SECTION 3. Fees	- 8 -
1. Basic Monthly Fee	- 8 -
2. Tiered Fee Arrangements.....	- 8 -
3. Special Needs Assisted Living Residence Monthly Fee.....	- 8 -
4. Enhanced Assisted Living Residence Daily Fee	- 9 -
5. Additional Services, Supplies, and Amenities	- 9 -
6. Rate or Fee Schedule	- 9 -
7. Billing and Payment Terms	- 9 -
8. Fee Adjustments.....	- 10 -
9. Second Person Occupancy	- 11 -
10. Bed Reservation.....	- 11 -
SECTION 4. Refund/Return of Resident Monies and Property	- 12 -
SECTION 5. Transfer of Funds or Property to Glenmere	- 12 -
SECTION 6. Property or Items of Value Held in Glenmere's Custody for Resident	- 13 -
SECTION 7. Fiduciary Responsibility	- 13 -
SECTION 8. Tipping	- 13 -
SECTION 9. Personal Allowance Accounts	- 13 -
SECTION 10. Assisted Living Residence Admission and Retention Criteria	- 14 -
SECTION 11. Rules of the Residence.	- 15 -

SECTION 12. Responsibilities of Resident, Resident's Representative, and Resident's Legal Representative	- 16 -
SECTION 13. Termination and Discharge.	- 16 -
SECTION 14. Transfer.	- 18 -
SECTION 15. Resident Rights and Responsibilities.	- 19 -
SECTION 16. Complaint Resolution.	- 19 -
SECTION 17. Miscellaneous Provisions.....	- 20 -
SECTION 18. Agreement and Authorization	- 21 -
SECTION 19. Personal Guarantee of Payment.....	- 22 -
SECTION 20. Guarantor of Payment of Public Funds.....	- 23 -

**GLENMERE AT CLOVERWOOD
ASSISTED LIVING RESIDENCY AGREEMENT**

TABLE OF EXHIBITS

EXHIBIT

- | | |
|-------|--|
| I. | Identification of Apartment |
| II. | Furnishings/ Appliances Provided by Operator |
| III. | Furnishings/ Appliances Provided by Resident |
| IV. | Additional Services, Supplies, or Amenities |
| V. | Licensure/Certification Status of Providers |
| VI. | Fee Schedule |
| VII. | Transfer of Funds or Property to Glenmere |
| VIII. | Property/Items to be Held by Glenmere for Resident |
| IX. | Rules of the Residence |
| X. | Resident Rights and Responsibilities |
| XI. | Glenmere Procedures: Resident Grievances and Recommendations |
| XII. | New York State Department of Health Consumer Information Guide |

ASSISTED LIVING RESIDENCY AGREEMENT

This Residency Agreement ("Agreement") is made by and between Cloverwood Senior Living, Inc. doing business as Glenmere at Cloverwood ("Operator" or "Glenmere"),

_____ (The "Resident" or "You")

_____ (the "Resident's Representative", if any)

_____ (the "Resident's Legal Representative", if any).

RECITALS

Glenmere is licensed by the New York State Department of Health ("NYSDOH") to operate an Assisted Living Residence ("Residence") located at One Wheatley Terrace, Pittsford, New York. Glenmere is certified by the NYSDOH to operate, at this same location, an Enriched Housing Program, a Special Needs Assisted Living Residence and an Enhanced Assisted Living Residence. Resident has applied for residency at Glenmere at Cloverwood, and Glenmere has approved Resident's application for residency, subject to the terms and conditions of this "Agreement".

SECTION I.**A. Housing Accommodations and Services**

Beginning on _____, which shall be Resident's initial date of residency, Glenmere shall provide the following housing accommodations and services to Resident, subject to the terms and conditions of this Agreement. This Agreement shall remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

1. Living Space

Resident may occupy and use the private apartment (the "Apartment") identified on Exhibit I, subject to the terms of this Agreement.

2. Common Areas

Pursuant to regulation at Title 18 of New York Codes, Rules, and Regulations, at Section 485.14(b), coupled with federal regulation at Title 42 of the Code of Federal Regulations at Section 441.301(c)(5), for at least ten (10) hours per day, between the

hours of 8am and 10pm, Residents will be provided unrestricted access to common areas at the Residence, for scheduled group activities or unscheduled group or individual recreation.

Resident may have unrestricted access to the Glenmere Café 24 hours a day, seven days a week, and may access the library at any time. Residents are provided the opportunity to use the Glenmere general purpose rooms at the residence such as lounges, multi-purpose rooms, and card/game room. Private meeting spaces are available and may be booked for Resident functions.

Whenever a common area is temporarily unavailable for maintenance or administrative activities such as staff training, other common areas suitable for recreation will remain available for resident use.

3. Furnishings/Appliances to be provided by Glenmere

Glenmere shall provide Resident the apartment designated in Exhibit I with wall-to-wall carpeting or hardwood flooring, window blinds, screens, closet space, and a telephone. All apartments provided by Glenmere include a private bathroom with walk-in shower, toilet, sink, except for certain Special Needs Assisted Living Residence apartments which include a one-half bathroom (a separate showering/bathing room is available to those residents to schedule privately). All of the Assisted Living Residence apartments, including those occupied by residents receiving Enhanced Assisted Living Residence services, will provide a kitchenette equipped with kitchen cabinets, sink, refrigerator, and microwave oven. The Special Needs Assisted Living Residence apartments do not provide a kitchenette or cooking facilities.

When not supplied by the Resident, the Operator will provide each Resident with furnishings as outlined in Exhibit II. Such exhibit also outlines conditions and limitations concerning appliances that Glenmere does not permit.

4. Furnishings/Appliances to be Provided by the Resident

Attached as Exhibit III and made a part of this Agreement is an inventory of furnishings, appliances, and other items that may be provided by the Resident for their Apartment. Such exhibit also outlines certain conditions or limitations concerning appliances that Glenmere does not permit.

B. Basic Services

Pursuant to regulation at Title 18 of New York Codes, Rules, and Regulations ("18 NYCRR"), Section 487.7, Glenmere shall provide the following services ("Basic

Services”) to Resident in accordance with Glenmere’s Individualized Services Plan for Resident. The following basic services are included in the monthly fee (“Basic Monthly Fee”) charged by Glenmere to Residents beginning on the day of admission through and including the day of discharge.

1. Meals and Snacks

Glenmere shall provide Resident three (3) nutritionally well-balanced meals per day, and one (1) snack available on request outside of scheduled mealtimes.

Food and drinks are available to Residents 24 hours a day, seven days a week. Residents may call down to Resident Services/ Concierge during the hours of 8:30am and 5pm, seven days a week to order a snack or drink or contact a member of the care team at all other times.

The following modified diets shall be available to Resident if ordered by Resident’s physician and included in Resident’s Individualized Service Plan: Regular diet, no added salt diet, low concentrated sweets diet, or mechanical soft diet.

2. Activities

Pursuant to Title 18 of New York Codes, Rules and Regulations at Section 487.7(h), Glenmere shall provide Resident a program of planned activities and opportunities to participate in community events designed to meet Resident’s physical, social, and spiritual needs. Glenmere shall post a monthly schedule of activities in a readily visible common area of the Residence. A daily calendar will be available for Residents at the Concierge desk upon request.

3. Housekeeping

Pursuant to Title 18 of New York Codes, Rules and Regulations at Sections 487.9(h) and 487.11(j), Glenmere shall provide Resident with once weekly housekeeping services and daily bed making service. Housekeeping may be contacted at any time if a Resident has further needs.

4. Linens

When not supplied by the Resident, Glenmere will provide a minimum of two (2) sheets; one (1) pillowcase, one (1) pillow, at least one (1) blanket, one (1) bedspread, and towels and washcloths, all clean and in good condition. Glenmere agrees to launder any linens supplied by Resident provided that such linens are in good repair pursuant to Title 18 of New York Codes, Rules, and Regulations at Section 487.11(i)(8),(9).

5. Personal Laundry

Glenmere shall launder Resident's personal clothing. If Glenmere deems that Resident is capable of doing so, Resident may elect to launder their personal laundry or participate in Glenmere's personal laundry service to Resident (e.g., folding laundered clothing). Personal items will be laundered, folded and returned to the Residents room on their assigned laundry days.

6. Supervision on a 24-hour Basis

Pursuant to Title 10 of New York Codes, Rules, and Regulations (NYCRR) Section 1001.10(g) and Title 18 NYCRR Section 487.7(d), Glenmere shall provide appropriate on-site staff to provide supervision services to Resident in accordance with applicable New York State codes, rules, and regulations. Supervision shall include safety monitoring, response to urgent or emergency needs of Resident, response to Resident's requests for assistance on a 24-hour a day, seven days a week basis, and other components of Resident supervision as specified in law and required by the New York State department of Health.

7. Case Management

Per Title 10 of New York Codes, Rules, and Regulations (NYCRR) Section 1001.10(i) and Title 18 NYCRR Section 487.7(g), Glenmere shall provide appropriate staff to provide case management services to Resident in accordance with applicable New York State codes, rules, and regulations. Such case management services shall be delivered by appropriate staff and include identification and assessment of Resident's needs and interests, information and referral, and coordination with available resources to address Resident's identified needs and interests.

8. Personal Care

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

- Wellness checks such as weight and blood pressure monitoring.
- Basic assistance with personal care including some assistance with bathing, grooming, dressing, toileting (if applicable-enhanced), ambulation (if applicable-enhanced), transferring (if applicable-enhanced), medication acquisition, storage and disposal, assistance with self- administration of medication.

9. Development of Individualized Service Plan

Glenmere shall develop, monitor and update as necessary an Individualized Service Plan for resident, specifying the services deemed necessary to meet Resident's needs and wishes per Public Health Law 9 Section 4659 and regulation at Title 10 of New York Codes, Rules, and Regulations at Sections 1001.2(k), 1001.7(k), and 1001.10(c). Such Individualized Service Plan shall meet applicable New York State codes, rules, and regulations for a licensed Enriched Housing Program and Assisted Living Residence, Special Needs Assisted Residence and Enhanced Assisted Living Residence. This plan will be reviewed and revised every six (6) months and whenever ordered by your physician or as frequently as necessary to reflect changing care needs.

C. Additional Services.

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

D. Licensure/Certification Status of Providers

Per regulation at Title 10 of New York Codes, Rules and Regulations at Section 1001.8(f)(4)(iv), Exhibit V of this Agreement lists all providers currently offering home care or personal care services at Glenmere under an arrangement with Glenmere. A description of the licensure or certification status of each provider is set forth in Exhibit V of this Agreement. Such exhibit will be updated as frequently as necessary.

SECTION 2.**Disclosure Statement**

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4) and (5), Glenmere Senior Living, Inc. as Operator of Glenmere at Cloverwood, 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 part of this Agreement.
2. Glenmere Senior Living, Inc. is licensed by the New York State Department of Health to operate Glenmere at Cloverwood as an Assisted Living Residence at One Wheatley Terrace, Pittsford, NY. Glenmere has additional certifications as an Enriched Housing Program, an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence.

These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in Glenmere and to receive either Enhanced Assisted Living Residence services or Special Needs Assisted Living Residence services, as long as the other conditions of residency set forth in this Agreement continue to be met.

Glenmere is currently approved by the New York State Department of Health to provide:

Assisted Living Residence services for up to a **maximum of 77 persons.**
Enhanced Assisted Living services for up to a **maximum of 19 persons.**
Special Needs Assisted Living services for up to a **maximum of 19 persons.**

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

It is important to note that Glenmere 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.

A resident must have a formal diagnosis of Alzheimer's disease or other form of dementia to reside at the Special Needs Assisted Living Residence. A list of the needs/conditions that Glenmere is able to serve and accommodate under its Special Needs Assisted Living Certification can be found in the Special Needs Assisted Living Residence Addendum to the Residency Agreement.

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 a Resident becomes eligible for and then chooses to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for them to change their living space within Glenmere.

Following is a list of other health related licensure or certification status of The Operator or others providing services at Glenmere:

- UPMC Geriatric Medical Group
 - CHE Associates
 - HealthPro Rehab
3. The owner of the real property upon which Glenmere at Cloverwood is located is Cloverwood Senior Living, Inc. The mailing address of such real property owner is One Wheatley Terrace, Pittsford, NY 14534. The following individual is authorized to accept personal service on behalf of such real property owner: Cloverwood Senior Living, Inc., c/o of the Executive Director, 1 Sinclair Drive, Pittsford, NY 14534.
 4. The Operator of Glenmere at Cloverwood is Cloverwood Senior Living, Inc. The mailing address of the Operator is 1 Sinclair Drive, Pittsford, NY, 14534. The following individual is authorized to accept personal service on behalf of the Operator: Cloverwood Senior Living, Inc., c/o of the Executive Director, 1 Sinclair Drive, Pittsford, NY 14534.
 5. There is no ownership interest in excess of ten percent (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 Glenmere.
 6. There is no ownership interest in excess of ten percent (10%) (whether legal or beneficial interest), on the part of any entity which provides care, material, equipment or other services to residents of Glenmere.
 7. Residents maintain the right to receive services from service providers with whom Glenmere at Cloverwood does not have an arrangement for such services.
 8. Residents shall have the right to choose their healthcare providers, notwithstanding any other agreement to the contrary.
 9. Glenmere shall accept, if available, public funds for payment of residential, supportive, or home health services, including but not limited to, availability of Medicare coverage of home health services.
 10. The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by the Operator is 1-866-893-6772.

11. The New York State Long Term Care Ombudsman Program (NYSLT COP) provides a toll-free number 1-800-342-9871, or 1-855-582-6769, to request an Ombudsperson to advocate for the resident. The Local LTCOP telephone number is 1-585-244-8400, extension 114. The NYSLT COP web site is www.ltcombudsman.ny.gov.
12. New York State's laws and regulations applicable to adult care facilities and assisted living residences can be found in Article 7 of the Social Services Law, Article 46-B of the Public Health Law, 18 NYCRR sections 485-487 and 10 NYCRR Part 1001. Operators are also subject to certain federal regulations found at 42 CFR 441.301(c)(4).

SECTION 3.

Fees

1. Basic Monthly Fee

Assisted Living Residences are permitted to charge for services on a flat fee basis, where all Basic Services are included in a single fee. This is referred to as the "Basic Rate". This residence operates with a flat fee Basic Rate. Resident, and/or Resident's Representative, and/or Resident's Legal Representative agree that the Resident or other party specified by Resident shall pay the Basic Monthly Fee for the Basic Services as described in Exhibit VI of this Agreement. The Basic Monthly Fee for the Apartment identified in Exhibit I as of the date of this Agreement is (\$_____per month).

2. Tiered Fee Arrangements

Glenmere does not utilize a tiered fee arrangement.

3. Special Needs Assisted Living Residence Monthly Fee

In the event that Glenmere determines that Resident's cognitive and memory limitations require Special Needs Assisted Living Residence services and deems that Resident is appropriate for residency in Glenmere's Special Needs Assisted Living Residence, Glenmere will provide to Resident the Assisted Living Residence Basic Services at the applicable fees outlined in Exhibit VI of this Agreement for the Apartment identified in Exhibit I, and Resident, Resident's Representative, or Resident's Legal Representative agree to pay such fees for Resident's residency in Glenmere's Special Needs Assisted Living Residence.

4. Enhanced Assisted Living Residence Daily Fee

In the event that Glenmere determines that Resident requires services that exceed Assisted Living Residence Basic Services included in the Basic Monthly Fee. Upon written report from the Resident's physician, Glenmere will provide to Resident one or more Enhanced Assisted Living Services at the applicable fees outlined in Exhibit VI of this Agreement. The Resident, Resident's Representative, or Resident's Legal Representative agree to pay such fees (the "Enhanced Assisted Residence Daily Fee") for each day of Resident's residency in Glenmere's Enhanced Assisted Living Residence.

5. Additional Services, Supplies, and Amenities

Pursuant to Title 10 of New York Codes, Rules and Regulations at Section 1001.8(f)(4), the Residency Agreement includes a description of supplemental and additional fees from the Operator directly or through arrangements with the Operator, stating who provides such services if not the Operator, and provide a detailed explanation of the services and amenities covered by the rates, fees or charges.

A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate. A Supplemental fee must be at the Resident's option. Any charges for supplemental fees by the Operator shall be made only for services and supplies that are actually supplied to the Resident. An additional fee can be charged if included in the fee schedule and selected by the resident. In some cases, the law permits the Operator to charge an additional fee without the express written approval of the Resident or their Representative.

Glenmere does not charge a community fee.

6. Rate or Fee Schedule

Attached as Exhibit VI and made a part of this Agreement is a rate or fee schedule, covering both the Basic Rate and any Additional or Supplemental, 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. Glenmere does not charge a community fee.

7. Billing and Payment Terms

In accordance with Title 10 of New York Codes, Rules and Regulations, Section 1001.8. (f)(4)(xiv), the following information is provided. Glenmere shall provide Resident or

Resident's Representative a monthly billing statement on or about the third (3rd) business day of each month, specifying the Basic Monthly Fee, charges for optional additional services incurred by Resident, if any, and the Enhanced Assisted Residence Daily Fee for Enhanced Assisted Living Residence services provided to Resident, if any.

Resident, Resident's Representative, or Resident's Legal Representative shall, by the 15th day of each month, pay Glenmere in full all fees due, such payment to be personally delivered or mailed to One Wheatley Terrace, Pittsford, NY 14534. Upon execution of this Agreement, Glenmere shall bill the Resident or Resident's Representative a prorated amount for the number of remaining days in the current month of admission. Glenmere reserves the right to apply a late fee equal to 1.5% of the Basic Monthly Fee for payment received ten (10) days beyond the due date.

In the event that Resident, Resident's Representative, or Resident's Legal Representative is no longer able to pay for services provided for in this Agreement, Glenmere may elect to terminate this Agreement. Glenmere shall provide Resident written notice of termination and discharge, such notice being at least 30 days after the notice date, specifying the reason for the termination. Notice of termination shall also state Resident's right to object to Glenmere's termination notice and shall provide a list of free legal advocacy resources approved by the New York State Department of Health. Such procedures are in accordance with the provisions regarding termination of this Agreement set forth in Section 13.

8. Adjustments to Basic Rate, Additional or Supplemental Fees

Per Title 10 of New York Codes, Rules, and Regulations, Section 1001.8(b)(2)(xvi), the Resident has 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.

Glenmere shall provide notice to Resident, Resident's Representative, or Resident's Legal Representative of any proposed increases in the Basic Monthly Fees, Special Needs Assisted Living Residence Fees, Enhanced Assisted Living Residence Daily Fee, or charges for optional additional services not less than forty-five (45) days prior to the effective date of such fee increases, subject to the exceptions stated in paragraphs a, b, and c, below.

- a. Glenmere may increase Resident's fees upon less than forty-five (45) days' notice if Resident, Resident's Representative, or Resident's Legal Representative agree in writing to a specific fee increase through an amendment to this Agreement due to Resident's need for additional care, services, or supplies.
- b. Glenmere may increase Resident's fees upon less than forty-five (45) days' notice through an amendment to this Agreement if Glenmere provides additional care, services, or supplies upon the express written order of Resident's primary physician.
- c. In the event of any emergency affecting the Resident, Glenmere may assess additional charges for Resident's benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

9. Second Person Occupancy

A Second Occupant must (1) meet all requirements for admission, (2) sign a separate residency agreement, and (3) pay the Second Occupant Fee and any applicable charges set forth in their residency agreement.

If your Apartment is occupied by two (2) Residents (one of whom pays their own rental amount) and later becomes occupied by a single Resident, regardless of the reason for the termination of the occupancy of the other Resident, the remaining Resident's obligations under this Agreement shall continue. The remaining Resident shall then pay the full Basic Monthly Fees, charges for optional additional services incurred by Resident, if any, and the Enhanced Assisted Residence Daily Fee for Enhanced Assisted Living Residence services provided to Resident, if any, together with all other fees otherwise owed by the departing Resident. See Exhibit VI for fees associated with second person occupancy.

10. Bed Reservation

The following is provided in accordance with Title 18 of New York Codes, Rules, and Regulations at Section 487.5(d)(6)(xvii). Glenmere agrees to reserve the Apartment specified in Exhibit I in the event of Resident's temporary absence from Glenmere ("Bed Reservation"). As of the date of this Agreement, the Bed Reservation charge is (\$_ per day), calculated by multiplying the applicable Basic Monthly Fees or Special Needs Assisted Living Residence Fees times 12 divided by 365. (The total of the daily rate for a one-month period may not exceed the established monthly rate). Such Bed Reservation charge is subject to adjustment based on the provisions of

Section 8 of this Agreement regarding Fee Adjustments. The maximum length of Resident's Bed Reservation during Resident's absence from Glenmere is ninety (90) days. Glenmere's Bed Reservation for Resident does not supersede the requirements for termination of this Agreement as set forth in Section 13. Resident may elect to terminate this Agreement rather than reserve the Apartment by Bed Reservation, subject to providing Glenmere written notice as required by the terms of this Agreement.

SECTION 4.

Refund/Return of Resident Monies and Property

Upon termination of this Agreement or at the time of Resident's discharge, but in no case more than three (3) business days after Resident vacates the Residence, Glenmere shall provide Resident, Resident's Representative, or Resident's Legal Representative, or any person designated by Resident with a final written statement of Resident's account, specifying amounts owed by or to Resident, including Resident's personal allowance account. Glenmere shall also return at the time of Resident's discharge, but in no case more than three (3) business days after Resident vacates the Residence, any and all of Resident's money or property which comes into the possession of Glenmere after Resident's discharge.

Glenmere shall refund to Resident on the basis of a per diem pro-ratio any advance payment(s) which Resident has made to Glenmere.

In the event of Resident's death, Glenmere shall turn over Resident's property to the legally authorized representative of Resident's estate. If Resident dies without a will and the whereabouts of the next-of-kin is unknown, the Operator shall contact the Surrogate's Court of Monroe County to determine what should be done with property of the Resident's estate.

SECTION 5.

Transfer of Funds or Property to Glenmere

If Resident wishes to voluntarily transfer money, property, or things of value to Glenmere upon admission to the Residence or at any time thereafter and the Operator has agreed to accept such transfer, Glenmere shall enumerate the items given or promised on a list which shall be attached to this Agreement as Exhibit VII and made a part of this Agreement. Such list shall include any agreements made by third parties for Resident's benefit.

SECTION 6.**Property or Items of Value Held in Glenmere's Custody for Resident**

If, upon admission or any time thereafter, Resident wishes to place property or things of value in Glenmere's custody and Glenmere agrees to accept the responsibility of such custody, Glenmere shall enumerate the items so placed and attach to this Agreement as Exhibit VIII a listing of such items. Glenmere will utilize the State form DSS-3027.

SECTION 7.**Fiduciary Responsibility**

In the event that Glenmere agrees to assume management responsibility over Resident's funds, Glenmere shall maintain such funds in a fiduciary capacity to Resident. Any interest on funds received from and held for Resident by Glenmere shall be Resident's property. Please refer to Title 10 of New York Codes, Rules, and Regulations at Section 1001.9.

SECTION 8.**Tipping**

In accordance with Title 18 of New York Codes, Rules, and Regulations at Section 487.10(g)(7), 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 required by statutes, regulation, or agreement.

SECTION 9.**Personal Allowance Accounts**

Some recipients of Supplemental Security Income (SSI) may be entitled to a monthly personal allowance in accordance with Social Services Law. The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DOH-5195) with Resident or their Representative. The Resident agrees to inform the Operator if they receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds.

SSI is a federal program for those who meet the definition of disabled and have limited income and resources. Information regarding SSI is available at <https://otda.ny.gov/programs/disability-determinations/>.

SNA provides cash assistance to eligible individuals who meet specific criteria. SNA information is available online at <https://otda.ny.gov/programs/temporaryassistance/>.

The Resident must complete the following:

- ☐ I receive SSI funds OR ☐ I have applied for SSI funds
- ☐ I receive SNA funds OR ☐ I have applied for SNA funds
- ☐ I do not receive either SSI or SNA funds

If the Resident has a signatory to this Agreement besides themselves, and if that signatory does not choose to place the Residents personal allowance funds in a Residence-maintained account, then that signatory hereby agrees that they will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

SECTION 10.

Assisted Living Residence Admission and Retention Criteria

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 24 law, and within the scope of services determined necessary within the Resident's Individualized Services Plan.
2. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.
3. 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.
4. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
5. The Operator has conducted such evaluation of the Resident 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.

Glenmere@Cloverwood

6. If The Resident is being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.
7. If The Resident is being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
8. If the Resident is residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that they require either Enhanced Assisted Living Care or 24-hour skilled nursing care, they 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 13 of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet the Residents needs in such unit, they may be eligible for residency in such Enhanced Assisted Living unit.
9. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who: (a) chronically require the physical assistance of another person in order to walk; or (b) chronically require the physical assistance of another person to climb or descend stairs; or (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; (d) have chronic unmanaged urinary or bowel incontinence; or (e) who require EALR services offered by the community, which are listed in the EALR addendum.
10. 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 evaluated as requiring 24-hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

SECTION 11.

Rules of the Residence.

Attached as Exhibit IX and made a part of this Agreement are the Rules of the Residence. By signing this Agreement, Resident, Resident's Representative, and Resident's Legal Representative agree to obey all reasonable Rules of the Residence.

SECTION 12.**Responsibilities of Resident, Resident's Representative, and Resident's Legal Representative.****A. Resident, Resident's Representative, and Resident's Legal Representative are, to the extent specified in this Agreement, responsible for the following:**

1. Paying all fees applicable under this Agreement for the Assisted Living Residence, Special Needs Assisted Living Residence, or Enhanced Assisted Living Residence, and all fees incurred by Resident for additional services and supplies as detailed in this Agreement.
2. Supplying Resident's personal clothing and effects.
3. Paying all Resident's medical expenses including transportation for medical purposes, except when payment is available under Medicare, Medicaid, or other third-party coverage.
4. Providing Glenmere at the time of admission and at least once every twelve (12) months thereafter, or more frequently if a change in condition warrants, a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Informing Glenmere promptly of changes in health status, a change in physician, or changes in medications.
6. Informing Glenmere promptly of any change of name, address, and/or phone number.

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

Ensuring Glenmere has all up-to-date medical and personal information if the Resident cannot provide so that the electronic medical record is accurate and complete. This may include Advance Directives (MOLST, Health Care Proxy, and Living Will) and Power of Attorney documents.

SECTION 13.**Termination and Discharge.**

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

1. By mutual written agreement the between Resident and Glenmere.

2. Upon thirty (30) days written notice from Resident, Resident's Representative, or Resident's Legal Representative to Glenmere of Resident's intention to terminate this Agreement and vacate the Residence.
3. Upon thirty (30) days written notice from Glenmere to Resident, Resident's Representative, or Resident's Legal Representative.
4. Involuntary termination of a Residency Agreement is permitted only for the following reasons, and if You object to the termination, termination is permissible only if the Operator initiates a proceeding in a court of competent jurisdiction and that court rules in favor of the Operator:
 - a. Resident requires continual medical or nursing care which Glenmere is not permitted by law or regulation to provide.
 - b. Resident's behavior poses imminent risk of death or imminent risk of serious physical harm to Resident or others.
 - c. Resident or Resident's Representative, or Resident's Legal Representative fail to make timely payment for all authorized charges for Glenmere's services including use and occupancy of the premises, materials, equipment, and food which Resident has agreed to pay under the terms of this Agreement. If Resident's failure to make timely payment results from an interruption in Resident's receipt of any public benefit to which Resident is entitled, no involuntary termination of this Agreement can take place unless Glenmere, during the thirty (30) day period of notice of termination, assists Resident in obtaining such public benefits or other available supplemental public benefits. Resident, Resident's Representative, or Resident's Legal Representative agrees to cooperate with such efforts by Glenmere to obtain such public benefits.
 - d. Resident repeatedly behaves in a manner that directly impairs the well-being, care, or safety of Resident or any other resident, or which substantially interferes with the orderly operation of the Residence.
 - e. Glenmere has its operating certificate limited, revoked, temporarily suspended, or Glenmere has voluntarily surrendered the operation of the Residence.
 - f. 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 Glenmere elects to terminate the Residency Agreement for any of the reasons stated above, Glenmere shall provide Resident written notice of termination and discharge, which must be at least thirty (30) days after delivery of notice, specifying the reason(s) for termination, and providing a statement of Resident's right to object along with a list of free legal advocacy resources approved by the New York State Department of Health.

Resident may object to Glenmere about the proposed termination and may be represented by an attorney or advocate.

If Resident challenges termination, Glenmere shall initiate a special proceeding in court. Resident shall not be discharged involuntarily unless the court rules in favor of Glenmere. While legal action is in progress, Glenmere shall 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 codes, rules, and regulations applicable to this Residency Agreement, or engage in any action to intimidate or harass the Resident.

Both Resident and Glenmere retain the right to seek any other judicial relief to which they may be entitled. In the event that Glenmere is seeking to transfer or discharge Resident, Glenmere shall assist Resident to the extent necessary to assure, whenever practicable, Resident's placement in a care setting which is adequate, appropriate, and consistent with Resident's needs and wishes.

SECTION 14.

Transfer.

Notwithstanding the above, Glenmere may seek appropriate evaluation and assistance and may arrange for Resident's transfer to an appropriate and safe location, prior to termination of a Residency Agreement and without thirty (30) days' notice or court review for the following reasons:

- a. Resident develops a communicable disease, medical or mental condition, or sustains an injury such that skilled medical or nursing services are required;
- b. Resident's behavior poses an imminent risk of death or serious physical injury to Resident or others; or
- c. A Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all residents in the

Residence to other residences or is making other provisions for the Residents' continued safety and care.

If Resident is transferred prior to termination of this Residency Agreement, Glenmere shall proceed with the termination requirements as set forth in Section 13 of this Agreement, except that the written notice of termination must be hand delivered to Resident at the location to which Resident has been transferred. If such hand delivery is not possible, then the notice shall be given by any of the methods provided by law for personal service upon a natural person. If the basis for the transfer permitted under parts a. and b. above of this Section no longer exists, Glenmere shall deem Resident appropriate for readmission to the Residence and shall readmit Resident if this Residency Agreement is still in effect.

SECTION 15.

Resident Rights and Responsibilities.

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

SECTION 16.

Complaint Resolution.

Glenmere'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 XI and made a part of this Agreement. In addition, such procedures shall be posted in a readily visible common area of the Residence. Please refer to regulation at Title 10 of New York Codes, Rules, and Regulations at Section 33 1001.8(f)(4)(x).

Glenmere agrees that residents of the Residence may organize and maintain councils or such other self-governing bodies as the residents may choose. Glenmere agrees to address any complaints, problems, issues, or suggestions reported by the Residents' Organization and to provide a written report to the Residents' Organization that addresses the same.

Complaint handling is a direct service of the Long-Term Care Ombudsman Program. The Long-Term Care Ombudsman is available to identify, investigate, and resolve

Resident's complaints in order to assist in the protection and exercise of Resident's rights.

SECTION 17.

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 applicable statutes and regulations 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 Glenmere in files 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.
- D. Waiver by the parties of any provision in this Agreement which is required by applicable statutes or regulations shall be null and void.

SECTION 18.**Agreement Authorization.**

We, the undersigned, reflect all parties to be charged under this Agreement, per Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(2)(i), have read this Agreement, 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)

(Date)

(Signature of Glenmere's Representative)

SECTION 20.

Guarantor of Payment of Public Funds.

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

Date: _____

Guarantor's Signature: _____

Guarantor's Name: (Print) _____

EXHIBIT I**IDENTIFICATION OF APARTMENT**

RESIDENT NAME:	_____
UNIT #: G	_____
UNIT TYPE:	_____
UNIT LOCATION (FLOOR):	_____

EXHIBIT II**FURNISHINGS/APPLIANCES
PROVIDED BY GLENMERE**

When not supplied by the resident, the operator will provide each resident with the following minimum household equipment:

- a. Bed
- b. Nightstand
- c. Dresser
- d. Lamp
- e. Chair
- f. Bed linens/pillow/bedspread
- g. Bath linens (towels/washcloths)
- h. Non-skid bath mat
- i. Shower curtain
- j. Wastebasket
- k. Dishes, glasses, utensils
- l. Toilet tissue, soap

Each Resident has a lockable cabinet in their room that cannot be removed for storage of personal items/medications. There is also closet space in both bedroom and bathroom areas.

Certain conditions or limitations concerning appliances that are not permitted are stated in the document entitled, *Rules of the Residence*, which is provided by Glenmere.

- Toasters
- Coffee makers
- Irons
- Heating pads must have an automatic shut off feature

EXHIBIT III**FURNISHINGS/APPLIANCES
PROVIDED BY RESIDENT**

Residents are permitted to bring the items below.

(Check all items resident will provide)

- ☐ a. Bed
- ☐ b. Nightstand
- ☐ c. Dresser
- ☐ d. Lamp
- ☐ e. Easy chair
- ☐ f. Bed linens/pillow/bedspread
- ☐ g. Bath linens (towels/washcloths)
- ☐ h. Non-skid bath mat
- ☐ i. Shower curtain
- ☐ j. Wastebasket
- ☐ k. Dishes, glasses, utensils
- ☐ l. Table
- ☐ m. Toilet tissue, soap
- ☐ n. Other (list below)

EXHIBIT IV

ADDITIONAL SERVICES, SUPPLIES, OR AMENITIES

ITEM	GLENMERE	RESIDENT
Clothing Purchase & Repairs		X
Cultural Art Supplies	X	
Dry Cleaning -Outside service for drop-off/delivery provided twice weekly		X
Ironing -Outside service for drop-off/delivery provided twice weekly		X
Linen (if unable to provide, Glenmere will offer industrial grade)		X
Replacement Lock & Key - Door \$16.00 - Mailbox key \$9.00 - Wall cabinet/Mailbox/Memory box \$9.00 - Key fob \$39.00 - Damaged/lost PERS pendant \$106.00		X
Telephone Service - Local service \$39.00 per month		X
Custom Maintenance \$44.00/hour plus supplies		X
Guest Lodging (located in Cloverwood) includes continental breakfast - Guest suite A \$153.00/night (plus continental breakfast) - Guest suite B \$133.00/night (plus continental breakfast)		X
Guest Dining - plus tax - Breakfast - \$12.00 - Lunch-\$16.00 - Dinner \$32.00 - Age 12 and under (all meals) \$12.00		X
Catering (Prices Upon Request)		X

ITEM	GLENMERE	RESIDENT
Transportation: Medical and Other Health Related Appointments between hours of 8:00 a.m. – 6:00 p.m. Monday - Friday with 24 hours' notice.	X	
Transportation to Social/Cultural events (as organized by the Life Enrichment Department)	X	
Chargeable personal transportation (when available) at an additional charge of \$33.00 per hour (minimum) plus cents per mile based on current IRS mileage rate for: 1. Trips outside the 15-mile radius 2. Trips outside the scheduled hours of 6:00a.m.- 9:00p.m. 3. Discretionary trips to obtain services already available on the Glenmere campus (e.g., hair salon, health and fitness center, dinner engagements, etc.) (When a scheduled trip involves transportation charges, Glenmere reserves the right to apply the transportation charge in the event of cancellation without notice, unless cancellation is due to illness or emergency.)		X
Salon Services		X
Shopping Service**		X
Internal Glenmere Transfer Fee - \$613.00		X

**** At the resident's request, Glenmere will assist the resident in contacting a local services agency of their choice, which will assist them in their shopping needs.**

EXHIBIT V**LICENSURE/CERTIFICATION STATUS OF PROVIDERS**

<u>Provider</u>	<u>Status</u>
UR Medicine Geriatrics Group	Medical Physician Group
UR Medicine Home Care	Home Care/Hospice Care
Rochester Regional Health	Home Care/Hospice Care
Home Care of Rochester	Certified Home Health Care Agency
Health-Pro Rehab	Physical and Occupational Therapy
CHE Services	Behavioral Health

EXHIBIT VI

FEE SCHEDULE

Assisted Living Residence

Assisted Living Residence fees include the Basic Services listed below. The Basic Monthly Fee includes the Basic Services and is charged as a flat rate depending upon the apartment style selected.

Apartment Style

Basic Monthly Fee (7/1/25--6/30/26)

NAME	DESCRIPTION	MONTHLY FEE
Studio	Studio apartment 430 sq. ft.	\$7,347
One Bedroom	One Bedroom, 508-540 sq. ft.	\$8,224 - \$8,782
One Bedroom Deluxe	One Bedroom Deluxe, 650 sq. ft.	\$9,959
Two Bedroom	Two Bedroom, 2 Baths, 800 sq. ft.	\$10,229
Two Bedroom	Two Bedroom, 1.5 Baths, 860 sq. ft.	\$10,855
Second Person Monthly Fee, if Applicable		\$2,004

Assisted Living Residence BASIC SERVICES

- Case management
- Preparing congregate meals (three meals per day)
- Medication management (excluding injections and blood glucose checks, which must be under enhanced services and must be physician approved)
- Scheduled transportation
- Recreational, social, cultural, and educational programs
- Daily assistance with dressing and grooming as needed
- Assistance with bathing (up to twice weekly)
- Personal laundry services
- Housekeeping
- Wellness checks to include weight and blood pressure monitoring if ordered by a physician

Special Needs Assisted Living Residence

The Special Needs Assisted Living Residence fees include the Basic Services listed below. The Basic Monthly Fee includes the Basic Services and is charged as a flat rate depending upon the apartment style selected.

NAME	DESCRIPTION	MONTHLY FEE
Memory Care	Studio apartment with powder room, 300 sq. ft.	\$9,120
Memory Care	Studio apartment with full bath, 350-400 sq. ft.	\$9,997- \$10,354

Special Needs Assisted Living Residence Basic Services

- Case management
- Preparing congregate meals (three meals per day)
- Medication management (excluding injections and blood glucose checks, which must be under enhanced services and must be physician approved)
- Scheduled transportation
- Recreational, social, cultural, and educational programs
- Daily assistance with dressing and grooming as needed
- Assistance with bathing (up to twice weekly)
- Assistance with toileting, transferring and ambulation as needed
- Personal laundry services
- Housekeeping
- Wellness checks to include weight and Blood pressure monitoring if ordered by a physician

Enhanced Assisted Living Residence

The Enhanced Assisted Living Residence Fee is \$50.00 per day and includes one or more of the following Enhanced Assisted Living Services listed below. The Enhanced Assisted Living Services Residence Fee is an additional fee above and beyond the applicable Assisted Living Residence fee charged for Assisted Living Residence Basic Services. The Enhanced Assisted Living Residence Fee will be applied to each day Resident receives Enhanced Assisted Living Residence Services under the terms of an Enhanced Assisted Living Residence Addendum to Residency Agreement.

Enhanced Assisted Living Services includes one or more of the following:

- Continual one-person physical assistance with transferring
- Continual one-person physical assistance with walking/mobility
- Assistance with injections or Blood Glucose Monitoring
- Assistance with medical equipment to include oxygen, continuous positive air pressure machine (C-PAP), ostomy and catheter
- Assistance with non-sterile clean bandage
- Full support with dressing and grooming as needed
- Continual assistance with toileting, transferring and ambulation
- Hygiene support with incontinence as necessary
- Wellness checks to include weight and blood pressure monitoring as ordered by a physician

Resident Name

Unit Number

A. Your Basic Rate
 (Housing Accommodations and service + Basic Services

\$

The Basic Rate includes costs associated with Housing Accommodations and Basic Services as outlined in Section 1 A and B of this agreement. Fees are outlined below:

Housing Accommodations and Services \$

Living Space		Monthly Fee
x	Include the type of living space (i.e. 1 bedroom with square footage)	\$
		\$
		\$
		\$

Basic Services \$

Including a minimum of 3.75 hours of personal care services including include reminders (e.g., meals, showers, etc.); wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), feeding, medication acquisition, storage and disposal, and assistance with self- administration of medication

Glenmere does not utilize tiered fee arrangements

The assessment conducted by your physician has determined that the following level of care is appropriate to provide you the services you need. You, your representative, or legal representative agree to pay the additional fees required.

Level of care

Monthly Rate

B. Supplemental or Additional Fees	\$
You have opted for the following supplemental or additional fees (Glenmere does not charge a community fee)	
Your Total Monthly Rate Basic rate+ supplemental or additional fees	\$

EXHIBIT VII**TRANSFER OF FUNDS OR PROPERTY
TO GLENMERE**

Below is a list of property or things or value which Resident wishes to voluntarily transfer to Glenmere at Cloverwood.

Items given to be transferred:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

This listing includes any agreements made by third parties for Resident's benefit.

EXHIBIT VIII**PROPERTY/ITEMS TO BE HELD BY
GLENMERE FOR RESIDENT**

Glenmere will utilize the form DSS-3027 Inventory of Resident's Property Held by Residence for Safe Keeping, which is provided by the NYS Department of Health.

EXHIBIT IX**RULES OF THE RESIDENCE**

Rules of the Residence has been provided:

(Initial one)

____Glenmere Assisted Living Residence or Enhanced Assisted Living
Residence

____Glenmere Special Needs Assisted Living Residence

EXHIBIT X**RESIDENT RIGHTS AND RESPONSIBILITIES**

Resident's rights and responsibilities shall include, but not be limited to the following:

(a) Every resident's participation in assisted living shall be voluntary, and prospective residents shall be provided with sufficient information regarding the residence to make an informed choice regarding participation and acceptance of services;

(b) Every resident's civil and religious liberties, including the right to independent personal decisions and knowledge of available choices, shall not be infringed;

(c) Every resident shall have the right to have private Communications and consultation with his or her physician, Attorney, and any other person;

(d) Every resident, resident's representative and resident's legal representative, if any, shall have the right to present grievances on behalf of himself or herself or others, to the residence's staff, administrator or assisted living operator, to governmental officials, to long term care ombudsmen or to any other person without fear of reprisal, and to join with other residents or individuals within or outside of the residence to work for improvements in resident care;

(e) Every resident shall have the right to manage his or her own financial affairs;

(f) Every resident shall have the right to have privacy in Treatment and in caring for personal needs;

(g) Every resident shall have the right to confidentiality in the treatment of personal, social, financial and medical records, and security in storing personal possessions;

(h) Every resident shall have the right to receive courteous, fair and respectful care and treatment and a written statement of the services provided by the residence, including those required to be offered on an as-needed basis;

(i) Every resident shall have the right to receive or to send personal mail or any other correspondence without Interception or interference by Glenmere at Cloverwood or any person affiliated with Glenmere at Cloverwood;

(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 Glenmere at Cloverwood;

(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 Glenmere at Cloverwood 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 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, Glenmere at Cloverwood may increase such rate or fee upon less than thirty (30) 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.

(q) Every resident of an assisted living residence that is also certified to provide enhanced assisted living and/or special needs assisted living shall have a right to be informed by the operator, by a conspicuous posting in the residence, on at least a monthly basis, of the then-current vacancies available, if any, under the operator's enhanced and/or special needs assisted living programs.

EXHIBIT XI**GLENMERE PROCEDURES: RESIDENT GRIEVANCES AND
RECOMMENDATIONS**

The Policy and Procedure for Resident Grievances
and Recommendations has been provided:

(Initial one)

____Glenmere Assisted Living Residence or Enhanced Assisted Living
Residence

____Glenmere Special Needs Assisted Living Residence

EXHIBIT XII**NEW YORK STATE
DEPARTMENT OF
HEALTH
CONSUMER INFORMATION GUIDE**

The above stated Consumer Information Guide is available from the NYS Department of Health. A copy is enclosed in the admission packet.



ENHANCED 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 Glenmere at Cloverwood ("Glenmere"),

_____, ("Resident"), _____, ("Resident's Representative"), and _____, ("Resident's Legal Representative", if any) and dated _____. The daily rate for enhanced care is \$50. 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. Enhanced Assisted Living Residence Certification

Glenmere is currently certified by the New York State Department of Health to provide an Enhanced Assisted Living Residence (the "Enhanced Assisted Living Residence" or "EALR"), located at One Wheatley Terrace, Pittsford, New York 14534.

II. Physician Report

Resident has submitted to Glenmere a written report from Resident's physician, which report states that:

- a. Resident's physician has physically examined Resident within the last month prior to Resident's admission into the Enhanced Assisted Living Residence; and
- b. Resident is 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

Resident has requested to become a Resident in the Enhanced Assisted Living Residence and Glenmere has accepted Resident's request.

IV. Specialized Programs, Staff Qualifications, and Environmental Modifications

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

- a. Services to be provided in the Enhanced Assisted Living Residence;
- b. Staffing levels;
- c. Staff education, training, work experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence; and
- d. Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Enhanced Assisted Living Residence.

V. Aging in Place

Glenmere has notified Resident and Resident's Representative that, while Glenmere will make reasonable efforts to facilitate Resident's ability to age in place according to Resident's

Individualized Service Plan, there may be a point reached where Resident's needs cannot be safely or appropriately met at Glenmere. If this occurs, Glenmere will communicate with Resident and Resident's Representative regarding the need to relocate Resident to a more appropriate setting, in accordance with law.

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

If Resident reaches the point where Resident is 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, Glenmere will initiate proceedings for the termination of this Agreement and to discharge Resident from the Enhanced Assisted Living Residence, unless EACH of the following conditions is met:

- a. Resident hires appropriate nursing, medical, or hospice staff to care for Resident's increased needs; AND
- b. Resident's physician and a home care services agency both determine and document that with the provision of such addition nursing, medical, or hospice care, Resident can be safely cared for in the Enhanced Assisted Living 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. Glenmere agrees to retain Resident and to coordinate the care provided by Glenmere and the additional nursing, medical, or hospice staff; AND
- d. Resident is otherwise eligible to reside at Glenmere.