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GLENWELL

DEPAUL ADULT CARE COMMUNITIES, INC.

RESIDENCY AGREEMENT

DePaul Glenwell
ALR Residency Agreement
Table of Contents

		Page
I.	Housing Accommodations and Services	1
	A. Housing Accommodations and Services	1
	B. Basic Services	2
	C. Licensure/Certification Status	2
II.	Disclosure Statement	3
III.	Fees	3
	A. Basic Rates	3
	B. Supplemental, Additional or Community Fees	3
	C. Rate or Fee Schedule	3
	D. Billing and Payment Terms	3-4
	E. Adjustments to Basic Services Rate or Additional or Supplemental Fees	4
	F. Bed Reservations	4
IV.	Refund/Return of Resident Monies and Property	4-5
V.	Transfer of Funds or Property tc Operator	5
VI.	Property of Items of Value held in the Operator's Custody for You	5
VII.	Fiduciary Responsibility	5
VIII.	Tipping	5
IX.	Personal Allowance Accounts	5-6
X.	Admission and Retentions Criteria for an Assisted Living Residence	6
XI.	Rules of the Residence	6
XII.	Responsibilities of Resident, Resident's Representative and Resident's Legal Representative	6-7
XIII.	Termination and Discharge	7-8
XIV.	Transfer	8
XV.	Resident Rights and Responsibilities	9
XVI.	Complaint Resolution	9
XVII.	Miscellaneous Provisions	9

XVIII. Agreement Authorization..... 10

XIX. Personal Guarantee of Payment..... 10

XX. Guarantor of Payment of Public Funds..... 11

DEPAUL ADULT CARE COMMUNITIES, INC.

GLENWELL

RESIDENCY AGREEMENT

I. This agreement is made between DePaul Adult Care Communities, Inc. d/b/a Glenwell, (the "Operator")
, _____ (the "Resident" or "You"), _____ (the "Resident's Representative", if any) and _____ (the "Resident's Legal Representative", if any).

RECITALS

I. The Operator is licensed by the New York State Department of Health to operate an Assisted Living Residence ("The Residence") known as Glenwell, located at 2248 Old Union Road, Cheektowaga, NY. Glenwell is also licensed by the Department as an Adult Home.

II. You have requested to become a Resident at The Residence and the Operator has accepted Your request.

AGREEMENTS

I. Housing Accommodations and Services

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

A. Housing Accommodations and Services:

1. **Your Room:** Attached as Exhibit I.A.1. is Your private ( ) or semiprivate ( ) room assignment which You may occupy and use for a living space, 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 and living areas.

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 and other items supplied by the Operator in Your room.

4. **Furnishings/Appliances Provided by You:** Attached as Exhibit I.A.4. and made a part of this agreement is an inventory of furnishings, appliances and other items supplied by You in Your room. Such Exhibit also contains any limitations or conditions concerning what type of appliances and other items may not be permitted.

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

1. **Meals and Snacks:** Three (3) nutritionally well-balanced meals per day and one (1) snack per day are included in Your Basic Rate. We follow a Liberalized Geriatric Diet (also called our house diet) and will assist you with consistency as tolerated.

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 Operator will provide regular housekeeping services in Your room, excluding dusting of personal property.

4. **Linen Service:** Towels and washcloths; a pillow, pillowcase, blanket, bed sheets, and bedspread, all clean and in good condition, will be provided.

5. **Laundry of Your personal washable clothing:** Staff will be available to launder, or assist You with laundering Your personal washable clothing on a regular basis.

6. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff onsite 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:** Staff will be available to provide some assistance with bathing, grooming, dressing, toileting, meals, medication acquisition, storage and disposal, and assistance with self administration of medication.

9. **Development of Individualized Service Plan:** Staff will develop an ISP for You, with ongoing review and revision as necessary.

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 or supplemental fee from the Operator directly or through arrangements with the Operator. Such exhibit states who would provide such services or amenities, if other than the Operator.

D. Licensure/Certification Status:

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

II. Disclosure Statement

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

III. Fees

A. Basic Rate:

The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident (or other specified party) will pay, and the Operator agrees to accept, the following payment ("Basic Rate") in full satisfaction of the Basic Services described in Section I. B. of this Agreement. The Basic Rate as of the date of this agreement is $_____ per month ($_____ per day).

B. Supplemental or Additional Fees:

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. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident (See section III.E.). Any charges by the Operator, whether a part of the Basic Rate, Supplemental or Additional fees, shall be made only for services and supplies that are actually supplied 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 or Supplemental fees, for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such rates, fees or charges.

D. Billing and Payment Terms:

1. Payment is due and payable by the 5th day of each month for that month. The Resident, Resident's Representative or Resident's Legal Representative will not be sent an invoice to initiate payment. If admission occurs after the first of the month, the balance for that month will be prorated and due upon admission.

2. Checks should be payable to DePaul Adult Care Communities, Inc. or Glenwell. A late fee of $25.00 may be assessed for past due balances. 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 are imposed unless ordered by a court competent jurisdiction, or unless agreed to by the parties.

3. The Resident, Resident's Representative or Resident's Legal Representative will notify the Operator at least ninety (90) days in advance of a change in income or resources that may affect their ability to pay the Basic Rate. The Operator will, whenever possible, assist the Resident, Resident's Representative or Resident's Legal Representative with the application for applicable benefits and adjust the Basic Rate accordingly. A change in the Basic Rate may necessitate a room assignment change, i.e. private room accommodations to semi-private accommodations.

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

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 2, 3 and 4 below.

2. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.

3. 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.

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

F. Bed Reservation

1. The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is $_____ per _____. (The total of the daily rate for a one-month period may not exceed the established monthly rate). The length of time the space will be reserved is ninety (90) days. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space, but must provide the Operator with any required notice.

2. The Operator reserves the right to charge the per diem rate as long as the Resident's personal effects remain in their room after the date of discharge.

IV. Refund/Return of Resident Monies and Property

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

The Operator must also return at the time of Your discharge, but in no case more than three business days any of Your money or property which comes into the possession of the Operator after Your discharge.

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

If You die, the Operator must turn over Your property to the legally authorized representative of Your estate. If You die without a will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County wherein the Residence is located in order to determine what should be done with property of Your estate.

V. Transfer of Funds or Property to Operator

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

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

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

VII. Fiduciary Responsibility

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

VIII. Tipping

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

IX. Personal Allowance Accounts

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 (DSS-2853) with You or Your Representative.

You agree to inform the Operator if You receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds.

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

X. Admission and Retention Criteria for an Assisted Living Residence

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 conduct an initial pre-admission evaluation of a Prospective Resident to determine whether or not the individual is appropriate for admission.

The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.

If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.

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.

XI. Rules of the Residence

Attached as Exhibit XI. and made a part of this Agreement is the 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 Basic Rate and any authorized Additional and agreed-to Supplemental Fees as detailed in this Agreement.

2. Supply of personal clothing and effects.

3. Payment of all medical expenses including transportation for medical purposes, except when payments is available under Medicare, Medicaid or other third party coverage.

4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.

5. Informing the Operator promptly of change in health status, change in physician, or change in medications.

6. Informing the Operator promptly of any change of name, address and/or phone number.

B. The Resident's Representative shall be responsible for the following:

- Assist with the application for benefits as necessary
- Assist with the application(s) for alternative placement, if necessary

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

- Complete benefit applications as necessary
- Provide financial information to the Operator as requested

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 Thirty (30) days 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 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. Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;

3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.

4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;

5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;

6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

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 the 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. While legal action is in progress, the Operator must not seek to amend the Residency Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by Department regulations and the Residency Agreement, or engage in any action to intimidate or harass You. Both You and the Operator are free to seek any other judicial relief to which they may be entitled.

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

XIV. Transfer

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

2. Your behavior poses an imminent risk of death or serious physical injury to him/herself of others; or

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

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 removed. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person.

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

XV. Resident Rights and Responsibilities

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

XVI. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit XVI. and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence.

The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose.

The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' organization that addresses the same.

Complaint handling is a direct service of the Long Term Care Ombudsman Program. The Long Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

XVII. Miscellaneous Provisions

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.

_____ Date: _____
(Signature of Resident)

_____ Date: _____
(Signature of Resident's Representative)

_____ Date: _____
(Signature of Resident's Legal Representative)

_____ Date: _____
(Signature of Operator or Operator's Representative)

XIX. Personal Guarantee of Payment (Optional)

_____ personally guarantees payment of charges for Your Basic Rate and services, materials or equipment, provided to You, that are not covered by the Basic Rate (see Exhibit III A).

_____ Date: _____
Guarantor's Signature

_____
Guarantor's Name (Print)

XX. Guarantor of Payment of Public Funds (Optional)

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)

TABLE OF EXHIBITS

EXHIBIT	SUBJECT
I.A.1.	Room Assignment
I.A.3.	Furnishings/Appliances Provided by Operator
I.A.4.	Furnishings/Appliances Provided by You
I.C.	Additional Services/Amenities Available
I.D.	Licensure/Certification Status of Providers
II.	Disclosure Statement
D-1	Consumer Information Guide
III.B.	Supplemental or Additional Fees
III.C.	Rate or Fee Schedule
V.	Transfer of Funds or Property to Operator
VI.	Property/Items Held by Operator for You
XI.	Rules of the Residence
XV.	Resident Rights and Responsibilities
XVI.	Resident Grievance/Recommendations Procedure

EXHIBIT I.A.1

ROOM ASSIGNMENT

Your room assignment at the time of admission is _____.

Whenever possible, the operator will accommodate your request for a room re-assignment due to location, roommate incompatibility, etc.

The Operator reserves the right to change your room assignment whenever necessary to accommodate the needs of the program.

Note: W: indicates the side of the room closest to the window
D: indicates the side of the room closest to the door
P: indicates a private room

EXHIBIT I.A.3

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

1. Single bed with mattress and box springs
2. Night stand
3. Dresser
4. Chair
5. Locked closet or wardrobe
6. _____

EXHIBIT I.A.4

FURNISHINGS/APPLIANCES PROVIDED BY YOU

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

Note: Microwaves, Coffee Pots, "hot pots", toasters or any other cooking devices are not allowed in resident rooms. Fans, air conditioners, etc. must be approved by the operator before installation. Extension cords are prohibited and wall outlet strips are limited and must be approved by the operator.

EXHIBIT I.C

ADDITIONAL SERVICES, SUPPLIES OR AMMENITIES

The following services, supplies or amenities are available from the operator directly or through arrangements with the Operator:

Item	Additional Charge	Provided By
Professional Hair Grooming	Per vendor	On-site vendor
Personal Toilet Articles	Cost of Product	Operator
Commissary Goods	Cost of Product	Operator
Medical Transportation Escort (if available)	$20/hr.	Operator
Long Distance Telephone Service	Per vendor	Local vendor
Local Phone Service	Per vendor	Local vendor
Cable T.V.	Per vendor	Local vendor
Other (Specify)		

. Residents who require such services are free to use any available provider.

EXHIBIT I.D.

LICENSURE AND CERTIFICATION STATUS OF PROVIDERS

The following is a list of agencies that provide services to Residents in our Glenwell Community.

PROVIDER	LICENSURE/CERTIFICATION
Amedysis	DOH License # 1401614
Buffalo Ultrasound	DOH Registration # 14021902
Parkview Pharmacy	NYS Registration # 027825
Respiratory Services of Western NY	NY Registration #161519822
VNA Home Care Agency	DOH License # 0724L001

Please note: There are no contractual agreements between DePaul and the agencies listed above. Residents who require such services are free to use any available provider.

EXHIBIT II

DISCLOSURE STATEMENT

DePaul Adult Care Communities, Inc. ("The Operator") as operator of Glenwell ("The Residence"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D-1 of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate Glenwell, 2248 Old Union Road, Cheektowaga, NY 14227, as an Assisted Living Residence as well as an Adult Home. The Operator is also certified to operate at this location a Special Needs Assisted Living Residence. This additional certification may permit individuals who develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive Special Needs Assisted Living Services, as long as the other conditions of residency set forth in this Agreement continue to be met.

   The Operator is currently able to provide:

   a. Special Needs Assisted Living services for up to the maximum of 24 persons.

Optional Provision Begins

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

1. Dementia care
2. Alzheimer's care

Optional Provision Ends

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

It is important to note that The Operator is currently approved to accommodate within the Special Needs Assisted Living program only up to the numbers of persons stated above. If You become appropriate for the Special Needs Assisted Living services and one of those units is available, you will be eligible to be admitted into the Special Needs Assisted Living 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 the New York State's regulatory requirements. If you become eligible for and choose to receive services in the Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your room within the Residence.

3. The owner of the real property upon which the Residence is located is:

   DePaul Community Facilities. The mailing address of such real property owner is

   1931 Buffalo Road, Rochester, NY 14624.

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

Mark H. Fuller, President; 1931 Buffalo Road, Rochester, NY 14624

4. The Operator of the Residence is DePaul Adult Care Communities, Inc. The mailing address of the Operator is:

1931 Buffalo Road, Rochester, NY 14624.

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

Tanya L. MacNaughton, Regional Director, 1931 Buffalo Road, Rochester, NY 14624

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

   NA

1. 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:

   N/A

7. Residents may elect to receive services in addition to those provided by the Operator from service providers of their choice.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. Residents who are eligible for public funds may use such funds for payment for residential, supportive or home health services, including but not limited to Medicare coverage of Home Health Services.
10. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator is 1-866-893-6772 or regarding Home Care Services is 1-800-628-5972.
11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the resident. 716-878-2385 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ombdsman.state.ny.us.

EXHIBIT III.B

SUPPLEMENTAL OR ADDITIONAL FEES

Supplemental or additional fees may be assessed as follows:

Item	Fee
1. Extraordinary Activity Supplies	1. Cost of Supplies
2. Community Outings	2. Cost of admission tickets, purchased meals/food, etc.
3. Escort Service for appointments	3. $20 per hour
4. Transportation costs for outings	4. Cost per person for rental, etc.

EXHIBIT III.C

RATE OR FEE SCHEDULE

Semi-private Room	-	$4120 (AL)	$5400 (SN)	per month
Private Room	-	$5300 (AL)	$6900 (SN)	per month

$1000 Non-Refundable Entrance Fee

The above rates are considered the "Basic Rates" for the Residence and include room accommodations, furnishings and all Basic Services described in Section I.B. of this agreement.

EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

	Item	Description
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

	Item	Description
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

EXHIBIT XI

HANDBOOK

(see attached)

Note: Rules of the Residence can be found in the Resident Guidelines booklet

EXHIBIT XVI

RESIDENT GRIEVANCES/RECOMMENDATIONS PROCEDURE

(see attached)