

Residency Agreement

- A. This agreement is made between Manor Hills Inc, the “Operator”, _____
(the “Resident”) or “You”, _____ (the “Resident’s Representative,
if any) and _____ (the “Residents Legal Representative”, if any.)

RECITALS

The Operator is licensed by New York State Department of Health to operate at 4192-B Bolivar Road, Wellsville, NY 14895 an Assisted Living Residence known as Manor Hills Inc. The Operator is also certified to operate, at this location, a Special Needs Assisted Living Residence.

- B. You have requested to become a resident at Manor Hills Inc, 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 terms, limitations and conditions contained in this agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this agreement.

A. Housing Accommodations and Services

1. **Your Room:** You may occupy and use a private () or semi-private () room identified on Exhibit! A.1, subject to the terms of this agreement.
2. **Common Areas:** You will be provided with the opportunity to use the general-purpose rooms at the Residence such as lounges.
3. **Furnishings/Appliances provided by the Operator:** Attached as exhibit I.A.3., and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by the Operator in your 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 apartment/room. Such exhibit also contains any ,limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc)

B. Basic Services

The following services will be provided to you, in accordance with you individualized service plan.

1. **Meals and snacks.** (3) Nutritionally well-balanced meals per day and (2) snacks per day are included in your basic rate. The following modified diets will be available to you if ordered by your physician and included in you individualized service plan:
 - a. Regular (2000-2300 cal/day)
 - b. NCS (regular diet with no concentrated sweets)
 - c. NAS (regular diet with no salt added)
2. **Activities:** The Operator will provide a program of planned activities, opportunities for community participation and services to meet you physical, social, and spiritual needs and will post a monthly schedule of activities in readily visible common areas of the residence.
3. **Housekeeping**
4. **Linen Service.** (towels, washcloths, pillow, pillowcases, bed sheets, and blanket, bed night stand, lockable desk, closet/wardrobe, cabinet, desk, chair, glider chair, and lamp: all in clean and in good condition)
5. **Laundry of your personal washable clothing.**
6. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include response to urgent or emergency requests for assistance on a 24-hour basis, seven days a week as well as the other components of supervision as specified by 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.** Included some assistance with bathing, grooming, dressing, toileting, ambulating, transferring, feeding, and medication management.
- 9. **Development of individual Service Plan.** Each resident will have a nursing screen done prior to admission. Once the resident is admitted, a nursing assessment will be completed. Information obtained from the pre-admission screen and nursing assessment will be documented and the initial case management note and personal care notes. An individualized plan of care will be completed on the residents care plan within two hours of admission. To monitor a resident’s on-going status, a continued stay review will be completed by the unit coordinator and /or designed staff member one-month after admission, quarterly, and significant changes in residents condition.

C. Supplemental Services and Supplies.

Exhibit IC attached to and made part of this agreement describes in details any additional services or amenities available for an additional, supplemental or community 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

(1) Flat Fee Arrangements

The Resident, residents Representative and/or Residents Legal Representative (add any other party to be charged under the agreement) agree that the Resident (or other specified party) will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I.B. of this Agreement. (The “Basic Rate”) The Basic Rate as the date of this Agreement is (\$ _____ per month) (\$ _____ per day)

(2) Tiered Fee Arrangements

Any “Tiered” fee arrangements, in which the amount of the Basic Rate depends upon the types of services provided, the number of hours of care provided per week for some type of service and the fees for each “tier” of care are set forth in detail in Exhibit III.A.2. and made a part of the Agreement. Such Exhibit describes the types of services provided, the number of hours of care provided for week for such service, the fees for each “tier” of care, and described who will be providing care, if other than staff of the Operator.

B. Supplemental, Additional or Community Fees

A Supplemental or Additional fee is a fee for services; care or amenities that are 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.)

A Community fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective resident what additional services, supplies, or amenities the Community fee pays for and what the amount of the community fee will be, as well as any terms regarding refund of the Community fee. The prospective resident, one fully informed of the terms of the Community fee, may chose whether to accept the Community fee as a condition of residency in the residence, or to reject the Community fee and thereby reject residency at the residence.

Any charges by the Operator, whether a part of the Basic Rate, Supplemental, Additional or Community fees, shall be made only for services and supplies 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 fee schedule, covering both the Basic rate and any Additional, Supplemental, or Community fees, for services, supplies and amenities provided to you, with a detailed explanation of services, supplies and amenities are covered by such rates, fees, or charges.

D. Billing and Payment Terms

(Include any specific billing and payment requirements, including late fees, if any.) Payment is due by the 3rd of each month and shall be delivered to the business office (office manager)

(The Case Manager will assist the Resident and/or the Residents Representative in applying for linkages and arranging for services for public and private sources for income.)

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 days prior to the effective date of the rate increases, subject to the expectations stated in paragraphs 3, 4, and 5 below.
2. Since a Community fee is a onetime fee, there can be no subsequent increase in a Community fee charged to you by the Operator, once you have been admitted as a resident.
3. If you, or your resident representative or legal representative agree in writing to a specific rate or fee increase, through and amendment of this agreement, due to your need for additional care, services or supplies, the Operator may increase such rate or fee upon less than forty-five days written notice.
4. If the Operator 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 days written notice.
5. 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, materials, equipment and food supplied during such emergency.

F. Bed reservation

The Operator agrees to reserve a residential space as specified in Section I.A.I. above in the event of your absence. The charge for this reservation is (current daily rate) \$_____ per (day). (The total of the daily rate for one month period may not exceed the established monthly rate) The (basic) length of time the space will be reserved is (as requested by resident/family) or SSI regulations. A provision to reserve a residential space will 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 you must provide the Operator with any required notice.

IV. Refund /Return of Resident Monies and Property

Upon termination of this agreement or at the time of your discharge, but in no case more than three 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 facility.

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 proration any advance payment(s) with 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 residents 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.

1. 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.
2. **Property or items misplaced, broken or list by the resident.** The operator will not replace or be held financially responsible for any personal items that are misplaced, lost or broken by a resident. Personal items may include: money, glasses, hearing aids, dentures, items of value not secured by the operator, etc.

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 received SSI funds _____ or I have applied for SSI funds _____.

I receive SNA funds _____ of 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 in a resident maintained account, then that signatory hereby agree that he/she will comply with Supplemental Security Income (SSI) or Safety New Assistance (SNA) personal allowance requirements.

Statement Offering Personal Allowance Account

operating certificate number: 010-F-017

For Supplemental Security Income (SSI) and Safety Net Assistance (SNA) Recipients

I understand that New York Department of Health (NYS DOH) Regulations provide me, as an SSI or SNA recipient, with a personal allowance which may be used as I wish for clothing, personal hygiene items, and other supplies, services, entertainment, or transportation for my personal use.

I understand that the operator cannot accept my personal allowance to pay for supplies and services that the operator is required to provide by law, regulation, or admission agreement.

Social Services Regulations provide me as an SSI or HR recipient, with a personal allowance which may be used as I wish for clothing, personal hygiene items, and other supplies, services, entertainment, or transportation for my personal use.

I understand that the operator must offer me or my representative a facility maintained personal allowance account to safeguard my personal funds.

I understand that if I or my representative choose a facility maintained personal allowance account, the NYS DOH Regulations require the operator to: make these funds available to me for my own use; tell me the business hours when I may deposit or withdraw my funds or review my personal allowance records; pay me interest (if my funds are in an interest bearing account); show or give me upon request, or at least every three months, a summary of my account which includes my current balance and informs me of any other important facts about my account.

I understand that I do not have to put my funds in a facility maintained account.

I understand that I may close my facility maintained account at any time and have my funds returned to me.

I understand that there are legal protections for my funds and account.

I understand that I may ask the NYS DOH or legal/advocacy agencies to help me if I do not receive my personal allowance or have access to money in my personal allowance account.

Check one of the following:

I authorize the operator to establish a facility maintained personal allowance account.

I do not authorize the operator to establish a facility maintained personal allowance account.

As representative for _____, I agree to comply with the personal allowance requirements set forth above. I do I do not authorize the operator to establish a facility maintained personal allowance account.

I am not as SSI or SNA recipient. However, the operator has offered to maintain a personal fund account for me. I hereby authorize an account.

Signature of Resident _____ Date _____

Signature of Residents Representative _____ Date _____

Signature of Operator or Designee _____ Date _____

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

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need to 24-hour skilled nursing care.
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. 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 service authorized under the law and within the scope of services determined necessary for you under your individualized Services Plan.
4. If you are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
5. 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 Special Needs Assisted Living Care or 24-hour skilled nursing care, you will no longer be appropriate for residency in the 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 (if applicable)

Attached as Exhibit XI and made a part of this agreement are the Rules of the Residence. 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 or Community Fees as detailed in this agreement.
 2. Supply of personal clothing and effects.
 3. Payment of all medical expenses including transportation for medical purposes, except when payment 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 confirms 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.
 7. Payments of all Patient Review Instruments (PRI) and nursing screens required for admission to a skilled care facility or nursing home for resident's that require alternate placement for continued medical or nursing care.
- B. **The Resident's Representative and/or Legal Representative shall be responsible for the following:**
1. Payment of the required daily rate and any authorized Additional and agreed to Supplemental or Community fees as detailed in this Agreement.
 2. To provide personal clothing and effects. All clothing must be labeled.

3. Payments of all medical expenses including transportation for Medical purposes, except where payment is available under Medicare, Medicaid, or third party coverage.
4. At the time of admission, a dated and signed medical evaluation which conforms to Department Regulations. Thereafter, a medical evaluation only upon change of health status.
5. To immediately inform the Operator or designee of a change in Health status, changes of physician or change in medication.
6. To assure safety for all of your residents we ask that electrical appliances be inspected by our maintenance department when they are brought in.
7. Residents of Manor Hills are free to leave Manor Hills. If there is medical documentation that a person needs such care, then one-on-one supervision may be necessary and appropriate. Resident Representatives are responsible for signing the resident out when leaving and signing back in when they return. This can be done at the front desk. You will also be asked to give an approximate time with signing in and out.
8. As the residents' representative, if you feel the resident is incompatible with their roommate, you will be given the option of a room change when a vacancy becomes available.

XIII. Termination and Discharge

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

1. By mutual agreement between you and the Operator.
2. Upon written 30 days notice from you or your Representative to the Operator of your intention to terminate the agreement and leave the residence.
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 initiated a court proceeding and the court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law of regulation to provide:
2. If your behavior poses imminent risk of death or imminent risk of serious physical harm to you or anyone else:
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which you have agreed to pay under this Agreement. If your failure to make timely payments 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 the residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

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, a statement of your right to object and a list of free legal advocacy resources approved by the State Department of Health.

You may object to 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 if it effected as of the date of the notice of termination, fail to provide an 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.

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

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

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

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.

If the basis for the transfer permitted under parts 1 and 2 above 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. Residence Rights and Responsibilities

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

B. Every resident of an assisted living residence that is also certified to provide 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.

XVI. Complaint Resolution

It is the policy of Manor Hills that all residents, next of kin or legal guardian can register any legitimate complaint or suggestions orally or in writing to the Administrator or Manor Hills.

All residents are encouraged to attend "Resident Council": in which all residents can register any complaint or suggestions verbally or in writing.

Once a complaint has been received by Administration, the complaint will be evaluated immediately to determine the content and legitimacy, and that the complaint is within reason.

All resident, next of kin or legal guardian registering a complaint can expect a response within 21 days after the complaint or suggestion was made.

All complaints or suggestions about residents' safety or well being will be handled with priority.

Residents, visitors and family and friends need not to attend Resident Council to register a complaint/suggestion. A complaint/suggestion can be brought directly to the Administrator of Manor Hills, verbally or written.

The Operator's procedures for receiving and responding 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 Manor Hills 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 address 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

1. This Agreement constitutes the entire Agreement of the parties.
2. This Agreement may be amended upon the written agreement of the parties: provided however, that any amendment or provisions of this Agreement not consistent with the statute and regulation shall be null and void.
3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of 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 inspections at any time.
4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

XVIII. Agreement Authorization

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

Dated: _____

(Signature of Resident)

Dated: _____

(Signature of Resident's Representative)

Dated: _____

(Signature of Resident's Legal Representative)

Dated: _____

(Signature of Operator/Operator's Representative)

(Optional) Personal Guarantee of Payment

_____ Personally guarantees payment of charges for your Basic Rate
_____ Personally guarantees payment of charges for the following services,
materials or equipment, provided to you that are not covered by the Basic Rate:

Date

Guarantor's Signature

Guarantor's Name (Print)

(Optional) Guarantor of Payment of Public Funds

If you have a signatory to this Agreement besides yourself and that signatory controls all or a portion of your public funds (SSI, Safety Net, Social Security, Other), and if that signatory does not choose to have such public funds delivered directly to the Operator, then the signatory hereby agrees that he/she will personally guarantee continuity of payment of the Basic Rate and any agreed upon charges and beyond the Basic Rate from 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 IC. Supplemental Service and Supplies

This statement is part of the agreement with Manor Hills Inc. and shall specify operator responsibility to provide and resident responsibility for payment of the following items:

ITEM	BASIS FOR THE ADDITIONAL CHARGES
Dry Cleaning	Special laundering and dry cleaning per resident expense.
Professional Hair Grooming	Prices are posted in the beauty shop.
Personal Toilet Articles	We only supply toilet paper in the bathrooms.
Commissary Goods	
Extraordinary Activities Supplies	We furnish equipment only per planned activities of the facility.
Special Cultural Events	Per planned activities and special request and arrangements with Administration.
Medical	For emergency care only.
Recreation	Per planned activities
Telephone Calls	Per expense of the resident.
Other	Medications for resident
	Telephones for resident rooms
	Televisions for resident rooms

Signature of Resident _____ Date: _____

Signature of Representative _____ Date: _____

Signature of Operator _____ Date: _____
or designee

**Except where payment is available under Medicare, Medicaid, or other coverage.

I have received a key for my personal secured storage area.

Resident Signature _____ Date: _____

**Manor Hills Inc.
Special Needs Assisted Living Residence
Addendum to the Residency Agreement**

This is an addendum to the admission agreement made between Manor Hills Inc.,
 _____ (The "Resident" or "you"),
 _____ (the "Resident's Legal Representative".) Such Residency
 Agreement is dated _____.

This addendum adds new sections and amends, if any, only the sections specified in this addendum. All other provisions of The Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Agreement. The addendum must be attached to the Residency Agreement between parties.

I. Special Needs Assisted Living Certification:

Manor Hills Inc. is currently certified by New York State of Health to provide Special Needs Assisted Living at 4192-Bolivar Road B Bolivar Road, Wellsville, and N.Y.14895

II. Request for Acceptance for Admission:

You and your resident representative or legal representative have requested that you become a resident on our "Special Needs Unit" and the operator has accepted this Request

III. Specialized Programs, staff qualifications and environmental modifications:

1. Our Special Needs Unit provides Individualized care to residents diagnosed with memory impairments.
2. The unit is staffed with licensed nurses seven days.
3. Nurses are directly available on days and evening, along with being on call each night.
4. Two personal care aides are scheduled each shift to provide individualized resident care.

IV. Staff education, training and work experience;

1. All potential applicants receive two pre-employment interviews. , This process includes, obtaining work and personal references long with a criminal background check.
2. Selected Employees undergo physical exams and a 40.5 hour basic training program before they provide unsupervised care to your loved one.
3. Additional education is provided through routine scheduled in-service programs.
4. Additional classes on memory impairment are conducted annually by the Alzheimer's association.
5. The unit is modified to meet the resident's needs. Common areas are used for meals and activities.
6. Approved delayed egress alarms are located on each exit door.
7. A large enclosed patio is available for resident's, enabling residents to be able to go outside safely.
8. The facility is equipped with state of the art fire detection system and all staff is trained in fire safety. Emphases have been placed on safe evacuation of the Special Needs Population.

V. Addendum Agreement Authorization:

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

Dated: _____
_____ (Signature of Resident)

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

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

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