CONSUMER SUMMARY

Facility Posting

Facility Operating Certificate Name	Peregrine Delmar Place Operating #: 000-S-013
Full Address	467 Delaware Ave, Delmar, NY 12054
Website link Facility	https://peregrinedelmarplace.com/
Website link DOH	https://www.health.ny.gov/facilities/adult_care/residence_quality/
Starting rent for each license and certification	ALR Private Studios: starting at $4,600 per month Please download a brochure to obtain Community's rates sheet.
Summary of Services (consistent language)	Every Assisted Living Residence offers meals, some assistance with personal care, like bathing, dressing and grooming, medication assistance, supervision and monitoring, a program of activities, case management, respite, housekeeping and laundry service. Additional services include: Transportation This list is a summary and not exhaustive. Additional Details can be found in the approved Residency Agreement below.
Cost for Additional Services – Tier billing or other	For the cost and details of the additional services and tiered billing for higher support needs, please see the below Residency Agreement.

Peregrine Delmar Place

Residency Agreement

with

RES NAME

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A. RESIDENCY AGREEMENT

THIS RESIDENCY AGREEMENT is made and entered into as of the date set forth on the signature page between PSL of Delmar Place LLC (the "Operator") d/b/a Peregrine Delmar Place, _____ (the "Resident" or "You"), _____the **RESIDENT'S REPRESENTATIVE**, if any, listed on the Signature Page ("Resident's Representative") and _____**RESIDENT'SLEGAL REPRESENTATIVE**, if any, listed on the Signature Page (the Resident's “Legal Representative").

RECITALS
The Operator is licensed by the New York State Department of Health (the "Department of Heath") to operate at 467 Delaware Ave Delmar, NY 12054 as an Assisted Living Residence (“ALR”) known as Peregrine Delmar Place (the "Community") and as an Enriched Housing Program.

You have requested to become a resident at the Community and the Operator has accepted yourrequest.

AGREEMENTS

B. HOUSING ACCOMMODATIONS AND SERVICES

Beginning on the date set forth on the Signature Page (Exhibit 5C), 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.

1. Housing Accommodations.

a. ***Apartment***. You may occupy and use the apartment # _____ identified in Exhibit 1 and listed on the Signature Page (the "Apartment"), subject to the terms of this Agreement.

b. ***Common Areas***. You will be provided with the opportunity to use common areas and other general-purpose rooms at the Community such as lounges, media room, library, private dining rooms and wellness center - for at least ten (10) hours per day between the hours of 9:00 a.m. and 8:00 p.m. for scheduled group activities or unscheduled group activities or individual recreation. 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. Resident access to general-purpose rooms outside of this timeframe will not be restricted by any rules of the residence or community policy.

c. ***Furnishings and Appliances Provided by the Operator***. Attached as Exhibit 2, and made part of this Agreement, is an inventory of furnishings, appliances andother items supplied by the Operator in your Apartment.

d. ***Furnishings/Appliances Provided by You***. Except for the items listed on Exhibit 2A, you will provide all other items that you desire for the Apartment, subject to the limitations or conditions concerning what type of appliances may not be permitted(e.g., due to amperage concerns, etc.) pursuant to Department of Health rule and regulations and/or the Resident Handbook which has been provided to you.

e. *Apartment Substitution*. In limited circumstances, we may need to relocate you from your Apartment identified above ("Original Apartment") to another apartment ("Substitute Apartment"), such as: i) to comply with any applicable law or any order of any court or government agency; ii) to renovate any portion of the building; or iii) to address an ongoing safety or health issue. If we must relocate you to another apartment, we will make every reasonable effort to provide you with advance notice and a comparable apartment. If you agree to relocate to another apartment, no increase will be made to your rate for Housing Accommodations and Basic Services (the "Monthly Rental Rate"), and we will cover the costs associated with your relocation. Should your Original Apartment become available following your relocation, we will offer you the choice of remaining in the Substitute Apartment or returning to your Original Apartment. If upon this choice, you decide to remain in the Substitute Apartment and that Substitute Apartment has a higher or lower Monthly Rental Rate than your Original Apartment, you will be responsible for payment of the new Monthly Rental Rate.

   A request by you for an apartment substitution may be granted at our discretion. If you move to an apartment that has a higher or lower Monthly Rental Rate than your Apartment identified above, you will be responsible for payment of the new Monthly Rental Rate. Further, if any apartment substitution is granted at your request, you will be responsible for all costs associated with your relocation.

2. Basic Services.

The following services ("Basic Services") will be provided to you, in accordance with your Individualized Services Plan. During your residency, Operator will provide as part of your Basic Rate:

a. Three (3) nutritionally well-balanced meals per day and between meals snacks and such modified diets that you may need, if ordered by Your physician and included in your Individualized Services Plan. The modified diets available include No Added Salt Regular Diet and No Added Salt Regular Diet with Diet Desert. Food and Drink are available to You 24 hours per day, 7 days a week in the activities kitchen and by asking a staff member.

b. Programs 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 Community.

c. Normal regular housekeeping services, provision of clean linen (pillow, pillowcase, blanket, two (2) bed sheets, bedspread), clean towel and washcloth at least once a week and more often if needed, and laundering of your personal washableclothing at least once a week and more often as needed (Operator is not responsible for dry cleaning or lost or damaged clothing or other personal articlesunless loss or damage is due to Operator's negligence or intentional acts).

d. Appropriate staff on-site to provide supervision services in accordance with law,including monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, 7 days a week basis) as well as the other components of supervision as specified in law.

e. Appropriate staff to provide case management services in accordance with law, including identification and assessment of Your needs and interests, informationand referral, and coordination with available resources to best address Your identified needs and interests.

f. Personal care services available to all ALR residents include some assistance with personal hygiene including dressing, bathing, and grooming), assisting with self-administration of medications, and as otherwise needed by the individual to carry out the activities of daily living, maintain good health, and participate in the ongoing activities of the enriched housing program. Services for each resident are detailed in the resident's Individualized Services Plan (ISP). Detailed fees for personal care services are included in this Agreement's rate or fee schedule.

g. Development of an Individualized Service Plan including ongoing review and revision as necessary. This Individualized Service Plan will be reviewed and revised every six (6) months and whenever ordered by a resident's physician or asfrequently as necessary to reflect the changing care needs of the resident.

3. Additional Care Services.
Attached as Exhibit 5B and made part of this Residency Agreement is a listing of additional care services and amenities as well as our charges for those services and amenities. Such exhibit states if services are provided by Operator or another provider. Operator reserves the right to adjust from time to time the types of additional care services and amenities and the charges for those services and amenities during your stay with the Community. The Operator will notify you in writing of any change in the supplemental care services or the charges for those supplemental services at least forty-five (45) days prior to the effective date of those changes.

4. 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 3 of this Agreement. Such Exhibit will be updated as frequently as necessary.

C. DISCLOSURE STATEMENT.

The Operator is disclosing information as required under Public Health Law Section 4658 (3). Such disclosures are contained in Exhibit 4, which is attached and madepart of this Agreement.

D. FEES, BILLING AND RELATED MATTERS.

1. Basic Rate.
Assisted Living Residences are permitted to charge for services on a flat fee basis, where all Basic Services in Section B2 of this agreement are included in a single fee, or a tiered fee basis, where charges for Basic Services in Section B2 of this agreement are determined by the type of services provided or the number of hours of care provided. This is referred to as the "Basic Rate". This community/residence operates with a **tiered fee** Basic Rate. As set forth on the signature page, Your Basic Rate includes the charge for Housing Accommodations and Basic Services, including 3.75 hours of personal care per week, plus additional care services if applicable. The charge for Housing Accommodations and Basic Services can be changed only upon forty-five (45)-day notice prior to the effective date of those changes.

2. Tiered Billing
With respect to the additional care services, Peregrine's level of care structure is a "Tiered" fee arrangement, in which the amount of the Basic Rate depends upon the types of services provided. The Tiered Fee within the Basic Rate for each resident will be determined by the level of care to

which the Resident is assigned based upon his or her needs, the types of services provided, the number of hours of care provided per week for some types of services and the fees for each "tier" of care, as set forth in detail in Exhibit 5A. The Tiered Fee within the Basic Rate will change immediately upon a change, either upward or downward, in the applicable level of care, upon consultation with the Resident's physician, to the extent necessary.
The Basic Rate for the particular care level will include all services set forth in Exhibit 5A, which is attached and made part of this Agreement. Such exhibit also describes who will be providing care to residents, if other than the staff of the Operator. Residents may incur additional charges for supplemental services they elect to access. (See Exhibit 5B).

Resident, Resident's Representative and Resident's 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 Housing Accommodations, Basic Services and, if applicable, any charges associated with Additional Care Services described in Exhibit 5A of this Agreement (the "Basic Rate").

The Basic Rate as of the date of this Agreement is $_____per month ($_____per day).

3. **Reassessments and Changes to the Basic Rate**
The initial level of care for the Basic Services that the Operator will be providing the Resident has been determined by Operator based on its initial assessment of Resident's needs, in consultation with the Resident'sphysician. During the first thirty (30) days of the Resident's stay at the Community, the Operator will complete a reassessment to verify that it is providing Resident with the level of care appropriate for his or her needs.
Thereafter, pursuant to state regulations, a complete reassessment will be performed no less often than every six (6) months or as needed due to a change in condition to ensure Residents are receiving the most appropriate care. The resident assessments described in this Agreement, including those conducted at the time of admission and thereafter during a resident's stay, are considered by us in determining and monitoring staffing levels. We consider the assessments and other factors to determine and monitor staffing levels.

4. **Change in Level of Care**
If Operator, in consultation with the resident's physician, to the extent necessary, determines that the level of care or services it is providing Resident is not appropriate for his or her needs, Operator will consult with the Resident and implement a change in the level of care or services provided, in accordance with the provisions setforth in Section (E) of this agreement below, Operator will also inform Resident's Representative and Resident's Legal Representative, if applicable, of the change and the Basic Rate will be adjusted accordingly.

5. **Supplemental or Additional Fees.**
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. (See Exhibit 5B). A Supplemental 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 (See Section D6(b-d))

Community Fee.

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 the amount of the Community fee will be as well as any terms regarding refunds of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may choose whether to accept the Community fee as a condition of residency in Peregrine Delmar Place or to reject the Community fee and thereby reject residency at Peregrine Delmar Place.

The amount of the one-time non-refundable community fee is $ 2,500

Rate or Fee Schedule.

Set forth on Exhibits 5A and 5B, and made part of this Agreement, is the Operator's rate or fee schedule, covering both the Basic Rate and any Additional, Supplemental or Community fees, for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such rates, fees, or charges.

6. Billing and Payment Terms.

a. *Supplemental Service Fees*. If you have requested any of the Supplemental Services listed on Exhibit 5B to this Residency Agreement, you agree to pay the fees shown as associated with such services. Operator will bill you monthly in arrears for these services. If you are in default of any term or condition of this Residency Agreement, all charging privileges for Supplemental Services and supplies may be suspended at the option of the Operator. Upon suspension of charging privileges, the Resident will be required to pay at the time he or she purchases the supply or requests the service.

b. *Late Charges*. Payment is due by the 1st of the month and will be delivered to theaddress or location specifically listed on your billing statement. All fees are due and payable within five (5) days of the due date on the invoice. The Operator reserves the right to assess a late payment Fee of $100 on the 6th of the month, which will accrue an additional $10 per day until payment is received. If Your check is not honored for payment, Operator will assess a bank service fee of $25 in addition to any late fees that are assessed. Notwithstanding the foregoing, the Resident or Responsible party, if any, shall have the right to contest that there has been a late payment or that such sums are actually due under this Agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction or unless otherwise agreed to by the parties.

c. *Items Not Included in the Basic Daily Rate*. You and the Responsible Resident's Representative and Resident's Legal Representative, if applicable, are responsiblefor (A) all medical expenses, including third party coverage for medical expenses;
(B) medications; (C) all professional services or items of any kind ordered specifically for or by you or your Responsible Person; (D) clothing purchases; (E)clothing repairs; (F) dry cleaning; (G) personal hygiene items; (H) beauty parlor or barber shop services; (I) items purchased from

our convenience store; (J) cultural events; and (K) non-basic recreational supplies, (L) personal telephone service; and (M) internet and cable service..

d. *Fees are charged through Discharge Date*. You will be charged from the Effective Date of this Agreement through the Discharge Date which is the date when all Your belongings and personal property are removed from the Apartment and from the Community. In the event the Resident, Resident's representative or Resident's legal representative is no longer able to pay for services provided for in this agreement or additional services or care needed by the Resident, the Community will follow the termination provisions set forth in Section H of this Agreement.

7. Adjustments to Basic Rate, Additional Care or Supplemental Fees.

a. *Right to Written Notice of Rate Increases*. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees of not fewer than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in Sections D (7) (b-e) below in this Agreement.

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

c. *Changes in Rates due to Order of your Physician*. If the Operator provides additional care, services or supplies upon the express written order of your primary physician, the Operator may through an amendment of this Agreement increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written notice.

d. *Changes in Rates due to Tier Placement***.** The Operator uses Tiered Billing, as described in Section D of this Agreement. If you require additional care or services such that your placement in a higher tier is appropriate, or if Your need for care or services decreases such that You are appropriate for a lower tier, the Operator will consult with your physician, to the extent necessary, and may adjustyour Tier placement and appropriate Basic Rate may be effective upon less than forty-five (45) days written notice.

e. *Changes in Rates due to Emergency*. In the event of any emergency which affectsyou, the Operator may assess additional charges for your benefit as are reasonableand necessary for services, material, equipment and food supplied during such emergency.

f. *Changes in Occupancy*. If the Apartment is occupied by two persons and one surrenders the Apartment to the other, the remaining occupant's obligation under this Agreement will continue in full legal force and effect, and the Basic Rate willbe adjusted to reflect the single occupancy rate then in effect for the Apartment.

g. *Community Fee*. Since a Community Fee is a one-time 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.

8. **Bed Reservation.**
The Operator agrees to reserve your Apartment for you in the event of your absence at your then current Basic Rate which is the fee for Housing Accommodations, Basic Services plus any additional tiered fees. The charge for this reservation is $ _____Such Apartment will be held for you indefinitely, as long as you pay such rate. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section 8 of this Agreement. You may choose to terminate thisAgreement rather than reserve such space but must provide the Operator with at least thirty (30) days' prior notice.
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9. **Refund or Return of Resident Monies and Property.**
Upon termination of this Agreement or at the time of your discharge, but in no case more than three (3) business days after you leave the Community, the Operator must provide you, your Resident or Legal Representative or any person designatedby you with a final written statement of Your payment accounts at the Community. The Operator must also return at the time of your discharge, but in no case more than three (3) business days after you leave the Community any of your money or property that comes into the possession of the Operator after your discharge. A check for the outstanding balance of any advance payments based on a per diem proration, if any, and any property or things of value held in trust or custody by the operator under Section D11 of this Agreement. The Operator shall also return to You any money that comes into Operator's possession after your discharge by forwarding such funds to You. The Operator shall contact you to retrieve any property or items of value that come into the possession of the Operator after Your discharge or transfer and allow You at least three (3) days to pick up such items.

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 shallcontact the Surrogate's Court of the County where the Community is located to determine what should be done with property of your estate.

10. **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 following admission and during Your residency, and the Operator has agreed to accept such transfer, the Operator must enumerate the items given or promised to be given and attached to this agreement a listing of the items given or transferred. Such listing is attached as Exhibit 6 and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit. Property or items of value held by the Operator.

11. **Property or items of value held by the Operator.**
If, upon admissionor 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 7.

12. **Fiduciary Responsibility.**
If the Operator assumes management responsibility over yourfunds, the Operator shall maintain such funds in a fiduciary capacity to you. Any interest in money received and held for you by the Operator shall be your property.

13. **Tipping.**
The Operator must not accept, nor allow Community's 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.

14. **Personal Allowance Accounts.**
As a private pay facility, the Operator will not offer to hold Personal Allowance Accounts for Residents.

E. ADMISSION AND RETENTION CRITERIA.

1. **Admission Limitations.**
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 meetthe care needs of the Resident, within the scope of services authorized under such law, and within the scope ofservices determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. An operator shall not exclude an individual based solely on that individual's mobility impairment and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. and with the provisions of those sections.

2. **Initial Assessment.**
The Operator shall conduct an initial pre-admission assessment of aprospective Resident to determine whether the individual is appropriate for admission. No Resident may be admitted to the Community without an initial pre-admission assessment.

3. **Appropriate Initial Assessment.**
The Operator has conducted your pre-admission assessment and has determined that you are appropriate for admission to this Community, and that the Operator is able to meet your care needs within the scope of services authorized under the law and within thescope of services determined necessary for you under Your Individualized Services Plan.

4. **Change in Condition.**
If you are residing in a "Basic" Assisted Living Residence without an EALR certification or without an available EALR bed 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 ALR. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section H of this Agreement.

F. RULES OF THE COMMUNITY.

You, Your Resident's Representative, and Your Legal Representative will observe and abide by the

Community's house rules as set forth in the Resident Handbook that has been provided to You upon admission. By signing this Agreement, You acknowledge that you have received a copy of the Community's Resident Handbook and agree to abide by its terms. If Operator determines that you are not complying with Community's house rules as set forth in the Resident Handbook, it will ask you to discontinue the behavior that it believes violates the house rules in the Resident Handbook.

G. RESPONSIBILITIES

1. Responsibilities of Resident, Resident's Representative and Resident's Legal Representative.

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

a. Payment of the Basic Rate and any authorized Additional, agreed-to supplemental and community fees detailed in this Agreement.

b. Supply of personal clothing and effects.

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

d. 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. If

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

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

g. Cooperating with the efforts of the Operator in obtaining on your behalf public benefits or other available supplemental public benefits that may be due to you.

The Resident's Representative shall be responsible for G(a-g) that are not performed by the Resident.

T**he Resident's Legal Representative** shall be responsible for shall be responsible for G(a-g) that are not performed by the Resident or the Resident's Representative.

Health Care Provider Notification.

You authorize us to contact your Representative and, if applicable, your Legal Representative, health care providers, and the other persons designated by you to receive this information listed in your records
(1) if we determine it is necessary to advise such designated persons of your situation,
(2) to arrange for health care services and other assistance needed by you, or
(3) if you have a life-threatening emergency you authorize us to contact an emergency rescue service in addition to your Representative, Legal Representative, your physician or other person designated by you.

If such persons are unavailable, you authorize us to arrange for the services of other qualified

alternate health care providers. In addition, in the event of your illness or injury, we will notify your physician, Representative, or next of kin, if known. During the term of this Agreement, you authorize us, for the purpose of arranging for health care services, to provide your Representative, Legal Representative and such other healthcare provider who may reasonably need such information with copies of your records, including advance directives, living will, and the names of person empowered to make health care decisions.

H. TERMINATION AND DISCHARGE.

1. **Termination of this Agreement.**
   This Residency Agreement and your residency in the Community may be terminated in any of the following ways:

   a. By mutual agreement between you and the Operator.

   b. Upon thirty (30) days' prior notice from you or your Representative to the Operator ofyour intention to terminate the Agreement and leave the Community.

   c. Upon thirty (30) days' prior written notice from the Operator to you, your Representative,your next of kin, the person designated by you in this Agreement as the responsible party and any person designated by you.

2. **Involuntary Termination:**
   Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and if You object to the termination, termination is permissible only if the Operator initiates a proceeding in a court of competent authority and that court rules in favor of the Operator.

3. **The grounds upon which an involuntary termination may occur are:**

   a. You require continual medical or nursing care which the Community isnot permitted by law or regulation to provide.

   b. Your behavior poses imminent risk of death or imminent risk of seriousphysical harm to You or anyone else.

   c. You fail to make timely payment for all authorized charges, expenses andother assessments, if any, for services including use and occupancy of the premises, materials, equipment and food for which you have agreed to pay under this Agreement, unless your failure to do so resulted from an interruption in your receipt of any public benefit to which you are entitled, in which case, no involuntary termination of this Agreement can take place unless the Operator, during the 30-day period of notice of termination, assists you in obtaining such public benefits or other available supplementalpublic benefits. You agree that you will cooperate with such efforts by the operator to obtain such benefits.

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

   e. The Operator has had its operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of theCommunity.

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 Community to other residences or is making other provisions for the Residents' continuedsafety and care.

4. **Notice of Termination.**
If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give you notice of a termination and discharge, which must be at least thirty (30) days after delivery of notice, the reason for termination, a statement of your right to objectand 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 must institute a special proceeding in court toterminate this Agreement. 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 this Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by Department of Health's regulations and this Agreement, or engage in any action to intimidate or harass you. Both you and theOperator 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.

5. **Removal of Personal Property.**
You will remove your personal property from the Apartment on or prior to the termination date. If you fail to remove your personal property out of the Apartment on or before the termination date, Operator will continue to assess the Housing Accommodationsand Basic Services portion of the Basic Rate, on a per diem basis, until you, your Representative, or your Legal Representative has removed your personal property. If you, your Representative, or your Legal Representative fail to remove your personal property as of the termination date or within ten (10) days after your death, we may elect to remove your personal property from the Apartment and place it in storage at your or your estate's expense. If you have no Representative or Legal Representative, the Operator will help you to arrange for the removal of your belongings.

6. **Aging in Place.**
While the Community will make reasonable efforts to facilitate the resident's ability to age in place pursuant to an individualized service plan, there may be a point reached where the needs of a resident cannot be safely or appropriately met at the Community, requiring the transferof the resident to a more appropriate facility in accordance with applicable law.

I. TRANSFER.

1. **Operator's Right to Require your Immediate Transfer.**
Notwithstanding the above, the Operator may seek appropriate evaluation and assistance and may arrange for your transfer to an appropriate and safe location, prior to termination of this Agreement and without 30 days' prior notice or courtreview, for the following reasons:

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

   b. Your behavior poses an imminent risk of death or serious physical injury to youor 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 Community to other residences or is making other provisions for the Community'sresidents' continued safety and care.

d. Similarly, the Operator may refuse to readmit you to the facility after a hospitalization or other absence from the facility if:
(1) you have developed a communicable disease, medical or mental condition, or sustain an injury such that continual skilled or nursing services are required; or
(2) your behavior poses an imminent risk of death or serious physical injury to you or others.

Termination after Transfer.

If you are transferred pursuant to Section I, to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section 8 of this Agreement, except that the Operator must hand deliver to you a written notice of termination at the location to which you have been transferred. 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 thebasis for the transfer permitted under Section I (1) above no longer exists, you are otherwise deemed appropriate for placement in the Community and if this Agreement is still in effect, you must be readmitted.

J. RESIDENT RIGHTS AND RESPONSIBILITIES.

The Statement of Resident Rights and Responsibilities is attached to this Agreement as Exhibit 8 and made part of this Agreement. This Statementwill also be posted in a readily visible common area in the Community. The Operator agrees to treat you in accordance with such Statement of Resident Rights and Responsibilities.

K. COMPLAINT RESOLUTION.

The Operator's procedures for receiving and responding to resident grievances, anonymous grievances and recommendations for change or improvement in the Community's operations and programs are attached as Exhibit 9 and made part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Community. The Operator agrees that the Residents of the Community 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 yourcomplaints to assist in the protection and exercise of your rights.

L. MISCELLANEOUS PROVISIONS.

1. Entire Agreement.

All Exhibits, attachments and other documents referenced in this Agreement are incorporated in this Agreement and constitute a part of it. This Agreement and all the Exhibits, attachments and documents referenced in this Agreement constitute the entire agreement betweenyou and Operator regarding your stay in the Community.

2. **Assignment.**
You may not assign or sublet any of your rights under this Agreement.

3. **Amendments and Modifications.**
This Agreement may be amended upon the writtenagreement 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.

4. **Waiver.**
Subject to applicable laws and regulations, delay, or failure on the part of either party to bring any action or enforce any rights as against another party to this Agreement shall not be a waiverof Your or the Operator's rights. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

5. **Maintenance of Copies of this Agreement.**
The parties agree that this Agreement and related documents executed by the parties shall be maintained by the Operator in files of the Community fromthe date of execution until three years after this 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.

6. **Access.**
Although you have a right to your privacy in the Apartment, Operator may enter the Apartment upon reasonable notice and during reasonable hours to clean, inspect, repair, alter or conduct maintenance that we may determine necessary for the reasonable care of the Apartment. You agree to give theOperator access to the Apartment to carry out the intent of this Agreement, including performance of personal care and other services provided pursuant to the Resident's personal care plan, response to emergency situations, and entry by authorized personnel in the reasonable belief that the Resident's safety or safety of others is in question. Whenever feasible, Operator will give you reasonable notice before any of its representatives enter the Apartment. For your safety, you will not change or add any locks to any door or window of your Apartment.

7. **Insurance.**
You may purchase at your option insurance for any personal property thatyou may keep in the Apartment and for any liability insurance for you or your visitors.

8. **Ownership Rights.**
You have no ownership rights to or interest in the Apartment, Operator's personal property, the land, buildings and other improvements constituting the Community. ThisAgreement is not a lease, nor does it confer on you any right of tenancy or ownership.

9. **Conservator or Guardian.**
If you become legally incompetent or are unable to care foryourself or your property properly and have failed to designate a person to serve as your guardian or conservator, you grant Operator the authority to apply on your behalf to a court for the appointment of a conservator or guardian.

10. **Severability.**
If a court holds any provision of this Residency Agreement or the application to any circumstance or person to be invalid or unenforceable, the remainder of this Agreement orthe application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable will not be affected.

11. **Including Defined.**
When used in the Agreement, the term "including" shall have the commonly accepted meaning associated with such word and any list of items that may follow such word shallnot be deemed to represent a complete list of the contents of the referent of the subject.

12. **Governing Law**
The provisions of this Agreement shall be governed by and construedin accordance with the laws of the State of New York. Except as otherwise expressly provided herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns to the extent permitted by law.

13. **Indemnification by You your Representative and Legal Representative.**
You, your Representative and Legal Representative, jointly and severally, agree to indemnify us against, and hold Operator harmless from, any damages, losses, liabilities, obligations, property damage, or other expenses of any type (including court costs and attorneys' fees allowed by a court of competent jurisdiction) resulting from, arising out of, or related to, your, your Representative's and Legal Representative's negligent acts or omissions, the improper use or care by you or your Representative and Legal Representative of any of the Community's property or other residents property, or any breach of any provision of this Agreement as found by a court of competent jurisdiction. You, and the Responsible Person, if any, agree to indemnification with the understanding that you and the Responsible Person, if any, retain any and all rights under law and equity to contest the imposition of any such costs and fees and to assert any claims they would have against the Operator for damages, losses, liabilities, obligations, property damages, or other expenses of any type (including court costs and attorney fees) as ordered by a court of competent jurisdiction resulting from, arisingout of, or related to, the acts or omissions of the Operator or its employees, agents, or contractors.

14. **Section Headings.**
The section or paragraph headings are for convenience only and arenot to be construed in any way as part of this Agreement.

M. 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 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 services, materials, or equipment, provided to You, that are not covered by the Basic Rate and are noted in Exhibit 5.A

_____ _____
(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 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 1: IDENTIFICATION OF LIVING SPACE.

Resident Name: _____

Unit #: _____

Unit Type: _____

Unit Location: _____

Unit Description: _____

EXHIBIT 2: FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

As a resident of an Enriched Housing Program, in accordance with Section 488.11(f) of Title 18, New York Codes Rules, and Regulations, the Operator will provide you with:

a. basic furniture and household items, appropriate to size and function and intended for common use.

b. a standard single bed in good repair, a chair, a lamp.

c. lockable storage facilities for personal articles and medication, which cannot be removed at will if the individual room or apartment is not lock-equipped.

d. individual dresser and closet space for the storage of clothing.

e. household supplies and equipment including soap and toilet tissue.

f. shaded light fixtures.

g. one telephone.

h. dishes, glasses, utensils, table.

i. access to radios and television sets; and

j. household linens including at minimum, a pillow, pillowcase, two sheets, blankets, a bedspread, towels, and washcloths.

NOTE: You may also choose to use Your own appliances/furnishings

EXHIBIT 2A: FURNISHINGS/APPLIANCES PROVIDED BY YOU

Residents are allowed to bring the items below. Check all those that will be furnished by You.

☐ Bed	☐ Pillow	☐ Easy Chair
☐ Nightstand	☐ Bed Spread	☐ Table
☐ Drawer	☐ Bath Linens	☐ Other: _____
☐ Chair	☐ Wastebasket	☐ Other: _____
☐ Bed Linen	☐ Couch/Loveseat	

Items that are **NOT ALLOWED** for safety reasons include, but not limited to:

• Area rugs without rubber backing • Candles, incense, potpourri burners • Plug in air fresheners • Hot plates, heating pads, heating blankets, space heaters or anything that produces heat when plugged in	• Flammable liquids • Extension cord, 3-way plug • Firearms/weapons of any kind • Curtains made from material that is NOT a fire retardant material • Illegal drugs

EXHIBIT 3: LICENSURE/CERTIFICATION STATUS OF PROVIDERS

Currently there are no providers offering home care or personal care services under any arrangement with The Operator. We will, however, make every effort to assist our Residents with obtaining from outside providers, any home care, or personal services they may desire.

EXHIBIT 4: DISCLOSURE STATEMENT

PSL of Delmar Place LLC d/b/a Peregrine Delmar Place ("The Operator") as operator of Peregrine Delmar Place ("TheCommunity"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Commissioner of the New York State Department of Health has prepared an *Assisted Living Residence Consumer Information Guide* that explains the services and protection afforded by an assisted livingresidence. A copy of this Assisted Living Residence Consumer Disclosure Information Guide is attached as EXHIBIT 10.
2. The Operator is licensed by the New York State Department of Health to operate 467 Delaware Avenue, Delmar, New York 12054 as an Assisted Living Residence as well as an Enriched Housing Program.
3. The owner of the real property upon which the Community is located is Delmar Place Owner LLC. The mailing address of such real property owner is: c/o Peregrine Senior living, Suite 6, 217 Montgomery St., Syracuse, NY 13202. The following individual is authorized to accept personal service on behalf ofsuch real property owner: Mark Farchione.
4. The Operator of the Community is PSL of Delmar Place LLC d/b/a Peregrine Delmar Place. The mailing address of the Operator is c/o Peregrine Senior living, Suite 6, 217 Montgomery St., Syracuse, NY 13202. The following individual is authorized to accept personal service on behalf of such real property owner: Mark Farchione.
5. List any 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 Peregrine Delmar Place. NONE
6. List any 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 Peregrine Delmar Place, in the Operator. NONE
7. All residents have the right to receive services from any provider, regardless of whether this Community or its Operator has an arrangement with the provider. All residents have the right to choose his or her health care providers.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. Public funds are available to persons who meet certain income limitations, for the payment of residential, supportive, or home health services, including but not limited to, availability of Medicare coverage of home health services. However, the Community's charges for services may exceed the assistance available. Consequently, public assistance alone may not be enough to cover the charges associated with remaining a resident at this Community if this Community's charges exceed the amount of public funds available to a resident, and the resident is unable to pay (in full) the balance of the Community's charges, the Community will assist the resident in securing placement at another facility, pursuant to applicable law and regulation.
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 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. 518-458-8111 ext. 3005 is the Local LTCOP telephone number. The NYSLTCOP 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 485-488 and 10 NYCRR Part 1001. Operators are also subject to certain federal regulations found at 42 CFR 441.301(c)(4).

By signing this Consumer Disclosure Statement, you agree and understand the disclosures set forth andacknowledge receipt of all referenced attachments.

Prospective Resident/Resident	Date
Responsible Person(s)	Date
Legal Representative	Date
Power of Attorney	Date
Healthcare Power of Attorney	Date
Legal Guardianship	Date
Other Legal Authorization	Date

EXHIBIT 5A: RATES AND LEVELS OF CARE

Peregrine residents are routinely evaluated to ensure that the appropriate services are being provided.

Level of care rates are determined by the level of care the Resident is assigned based upon an assessment ofhis or her needs, in consultation with the resident's physician, to the extent necessary.

Description of Levels of Care and Basic Monthly Rate

Housing Accommodations Starting At:

Studio:	$4,600
One Bedroom:	$5,510

Basic Services

Basic Personal Care includes access to Peregrine's wellness program, personal case management, reminders (e.g., meals, showers, etc.), 24-hour monitoring which includes an emergency call system with 24 hour response, monthly weights, some assistance with recurring ADL tasks that do not require an adjustment to a care plan and/or require a specific task assignment, development of an initial Individualized Service Plan and revised every six (6)months or as often as needed, all utilities (including basic cable), three restaurant style meals each day, snacks, stimulating activities and social events, scheduled transportation, daily bed making, weekly housekeeping and laundry service, maintenance of the apartment, common areas and grounds, and supervision.

Personal Care Fee

The Personal Care Fee is derived by assigning the Resident to a Level of Care, as determined by the Resident'sparticipation in a comprehensive assessment performed by a representative of the Community, in consultation with the resident's physician, prior to move-in and periodically throughout the resident's stay. If the comprehensive assessment indicates that you require services more than our basic services, then you will be placed in one of the additional Levels of Care and you will be required to pay the associated additional fee as follows:

Peregrine residents are routinely evaluated to ensure that the appropriate services are being provided.

Care Level		Amount
Level 0		$0.00
Level 1	Up to 4 additional hours per week	$685.00
Level 2	Up to 8 additional hours per week	$1,365.00
Level 3	Up to 12 additional hours per week	$2,025.00
Level 4	Up to 16 additional hours per week	$2,680.00
Level 5	16 + additional hours per week	$3,360.00

Medication Program: The Medication Program is included in the Level of Care charge.
We do not guarantee that any resident will receive a specific number of minutes or amount of care on any given day or time period. The care level assigned to a resident represents an estimate only of the approximate range ofcare minutes or amount of care that we anticipate we will provide to the resident.

All rates are charged monthly and are subject to change with required notification to the Resident,as applicable.

EXHIBIT 5B: SUPPLEMENTAL SERVICES, SUPPLIES OR AMENITIES*

Supplemental Additional Services, Supplies, or Amenities. The following services, supplies or amenities are availablefrom the operator directly or through arrangements with the Operator for the following additional charges:

Item	Additional Charge	Provided By
Food Service:		
Guest Meals	No Charge	Community
Guest Meals for Aides (Aides/Companions): If you have apaid private aide or other companion that lives with you, a Guest Meal Package is available that includes one meal perday.	$250 per month	Community
Non-Illness Related Tray Service: A fee will be chargedfor non-illness related tray service	$10 per tray	Community
Catering and Special Events	Varies	Community
Wellness:		
Pendant Replacement (Optional)	$150	Community
Housekeeping & Maintenance:		
Carpet Cleaning: Spot Only (beyond normal maintenance)	$50	Community
Carpet Cleaning: Additional Shampooing (beyond normalmaintenance)	$75	Community
Internal Move/Transfer to Another Apartment Fee: If a resident elects to move to another apartment, an internal move fee will be charged. No fee is charged if the moveis required.	$2,000	Community
Key Replacement	$50	Community
Pet Fee	$500 one- time fee	Community
Utilities:		
Local & Long-Distance Telephone Service, Cable T.V.	Varies per plan chosen	Arranged by Residentwith provider(s)
Diabetic Management Services: Residents who elect to receive diabetic management services will receive blood glucose testing and insulin injections by a licensed nurse. Should a resident require assistance from 11pm-7am, they will have to make alternative arrangements.	$700 per month	Community
Miscellaneous:		
Salon	See posting in salon	Beautician
Storage Cages	$75.00/Month	Community

* Please note that Peregrine can provide you with additional services at fees to be determined at the time the service is requested or we canhelp you locate someone in the residence to help you. Please note that these prices are subject to change from time to time.

EXHIBIT 5C: SUMMARY OF FEES AND SIGNATURE PAGE

Peregrine Senior Living

217 Montgomery St
Syracuse, NY 13202
Phone: 315-476-5610
Fax: 315-475-8729

Resident Admission/Discharge/Change Form

Property Name: _____ **Date:** _____

Admission: _____ **Discharge:** _____ **Change:** _____

Resident Name: _____ **Effective Date**:** _____

**The day to start or last day to bill

Social Security #: N/A

Room #: _____ **Room Type**:** _____ **Total Monthly Fee:** $0.00

**MCP/ALP=Private ALC/MCC=Shared

Level of Care: _____

Prorate Rent Calculation:

_____ _____ _____
Dated (Signature of Resident) (Print Name)

_____ _____ _____
Dated (Signature of Resident's Representative) (Print Name)

_____ _____ _____
Dated (Signature of Resident's Legal Representative) (Print Name)

_____ _____ _____
Dated (Signature of Operator or Representative) (Print Name)

EXHIBIT 6: TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

Listed below are items (i.e. money, property or things of value) that You wish to transfer voluntarily to the Operator upon admission or at any time:

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

EXHIBIT 7: PROPERTY OR ITEMS HELD BY OPERATOR FOR RESIDENT

NEW YORK STATE DEPARTMENT OF HEALTH
Adult Care Facility/Assisted Living

Adult Care Facility Inventory of Resident Property

FACILITY NAME: _____ OPERATING CERTIFICATE NUMBER: _____

			RESIDENT NAME	INVENTORY DATE	DATE RETURNED TO RESIDENT	RESIDENT INITIALS
ITEM	QUANTITY	ESTIMATED $ VALUE (if known)	DESCRIPTION			
RESIDENT SIGNATURE X		DATE	AUTHORIZED FACILITY REPRESENTATIVE SIGNATURE X	DATE		

DOH-5194 (DSS-3027) (Revised 7/78, 6/14, 10/15, 12/15)

EXHIBIT 8: RESIDENT RIGHTS

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

1. Every resident's participation in assisted living shall be voluntary, and prospective residents shallbe provided with sufficient information regarding the Community to make an informed choice regarding participation and acceptance of services.
2. Every resident's civil and religious liberties, including the right to independent personal decisions and knowledge of available choices, shall not be infringed.
3. Every resident shall have the right to have private communications and consultation with his orher physician, attorney, and any other person.
4. 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 withoutfear of reprisal, and to join with other residents or individuals within or outside of the Community to work for improvements in resident care.
5. Every resident shall have the right to manage his or her own financial affairs.
6. Every resident shall have the right to have privacy in treatment and in caring for personal needs.
7. Every resident shall have the right to confidentiality in the treatment of personal, social, financial, and medical records, and security in storing personal possessions.
8. 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;
9. Every resident shall have the right to receive or to send personal mail or any other correspondence without interception or interference by the operator or any person affiliated with the operator.
10. Every resident shall have the right not to be coerced or required to perform work of staffmembers or contractual work.
11. Every resident shall have the right to have security for any personal possessions if stored by the operator.
12. Every resident shall have the right to receive adequate and appropriate assistance with activitiesof daily living, to be fully informed of their medical condition and proposed treatment, unless medically contraindicated, and to refuse medication, treatment or services after being fully informed of the consequences of such actions, provided that an operator shall not be held liable or penalized for complying with the refusal ofsuch medication, treatment or services by a resident who has been fully informed of the consequences of such refusal.
13. Every resident and visitor shall have the responsibility to obey all reasonable regulations of the community and to respect the personal rights and private property of the other residents.
14. 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.

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.

Every resident shall have the right to written notice of any fee increase not less than forty-five days prior to the proposed effective date of the fee increase; provided, however, providing additional services toa resident shall not be considered a fee increase pursuant to this paragraph; and

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

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

EXHIBIT 9: RESIDENT GRIEVANCES

a. All residents will be informed of the grievance procedure upon admission. If possible, a complaint should bein writing, on a Grievance/Complaint Form and should contain the name, address and phone number of the person filing it and should briefly describe the complaint. Residents also have the right to file an anonymous grievance in the drop box which will be in a readily visible common area of the Community. The Community will respond to anonymous grievances through the resident council. Verbal grievances may also be made at any time to the Executive Director.

b. Upon receipt of the Grievance/Complaint the Executive Director shall investigate using a Grievance/Concern Investigation Form.

c. The Executive Director shall respond utilizing the Grievance/Complaint Response Form, within 21 days of receipt of grievance.

d. If the complaint is still unresolved, the complainant may request, in writing, that the Executive Director submits the complaint through the current chain of command. If the complaint remains unresolved, the complainant shall be advised in writing of the right to file the complaint with the appropriate local, state, and federal authorities.

EXHIBIT 10: NYS CONSUMER FORMATION GUIDE: AL

From https://www.health.ny.gov/publications/1505.pdf

INTRODUCTION

This consumer information guide will help you decide if an assisted living residence is right for you and, if so,which type of assisted living residence (ALR) may best serve your needs.

There are many different housing, long-term care residential and community based options in New York Statethat provide assistance with daily living. The ALR is just one of the many residential community-based care options.

The New York State Department of Health's (DOH) website provides information about the different types oflong-term care at www.nyhealth.gov/facilities/long_term_care/

More information about senior living choices is available on the New York State Office for the Aging websiteat www.aging.ny.gov/ResourceGuide/Housing.cfm. A glossary for definitions of terms and acronyms used in this guide is provided in this guide.

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

An Assisted Living Residence is a certified adult home or enriched housing program that has additionally been approved by the DOH for licensure as an ALR. An operator of an ALR is required to provide or arrangefor housing, twenty-four-hour on-site monitoring, and personal care services and/or home care services in a home-like setting to five or more adult residents.

ALRs must also provide daily meals and snacks, case management services, and is required to develop anindividualized service plan (ISP). The law also provides important consumer protections for people who reside in an ALR.

ALRs may offer each resident their own room, a small apartment, or a shared space with a suitable roommate.Residents will share common areas, such as the dining room or living room, with other people who may also require assistance with meals, personal care and/or home care services.

The philosophy of assisted living emphasizes personal dignity, autonomy, independence, privacy, and freedom of choice. Assisted living residences should facilitate independence and helps individuals to live asindependently as possible and make decisions about how they want to live.

WHO OPERATES ALRs?

ALRs can be owned and operated by an individual or a for-profit business group or corporation, a not-for-profit organization, or a government agency.

PAYING FOR AN ALR

It is important to ask the ALR what kind of payment it accepts. Many ALRs accept private payment or long term care insurance, and some accept Supplemental Security Income (SSI) as the primary method of payment.Currently, Medicaid and Medicare will NOT pay for residing in an ALR, although they may pay for certain medical services received while in the ALR.

Costs vary among ALRs. Much of the variation is due to the types and level of services provided and the location and structure of the residence itself.

TYPES OF ALRs AND RESIDENT QUALIFICATIONS

There are three types of ALRs: Basic ALRs (ALR), Enhanced ALRs (EALR), and Special Need ALRs (SNALR). The services provided, offered or permitted vary by type and can vary from residence to residence.Prospective residents and their representatives should make sure they understand the type of ALR and be involved in the ISP process (described below), to ensure that the services to be provided are truly what the individual needs and desires.

Basic ALR: A Basic ALR takes care of residents who are medically stable. Residents need to have an annualphysical exam and may need routine medical visits provided by medical personnel onsite or in the community.
Generally, individuals who are appropriately served in a Basic ALR are those who:

- Prefer to live in a social and supportive environment with 24-hour supervision.
- Have needs that can be safely met in an ALR.
- May be visually or hearing impaired.
- May require some assistance with toileting, bathing, grooming, dressing or eating.
- Can walk or use a wheelchair alone or occasionally with assistance from another person.
- Can accept direction from others in time of emergency.
- Do not have a medical condition that requires 24-hour skilled nursing and medical care; or
- Do not pose a danger to themselves or others.

The Basic ALR is designed to meet the individual's social and residential needs, while also encouraging and assisting with activities of daily living (ADLs). However, a licensed ALR may also be certified as an Enhanced Assisted Living Residence (EALR) and/or Special Needs Assisted Living Residence (SNALR) andmay provide additional support services as described below.

Enhanced ALR (EALR): Enhanced ALRs are certified to offer an enhanced level of care to serve people whowish to remain in the residence as they have age-related difficulties beyond what a Basic ALR can provide.
To enter an EALR, a person can "age in place" in a Basic ALR or enter directly from the community or another setting. If the goal is to "age in place," it is important to ask how many beds are certified as enhancedand how your future needs will be met.

People in an Enhanced ALR may require assistance to get out of a chair, need the assistance of another to walk or use stairs, need assistance with medical equipment, and/or need assistance to manage chronic urinaryor bowel incontinence.
An example of a person who may be eligible for the Enhanced ALR level of care is someone with a conditionsuch as severe arthritis who needs help with meals and walking.

The Enhanced ALR must assure that the nursing and medical needs of the resident can be met in the facility.If a resident comes to need 24-hour medical or skilled nursing care, he/she would need to be transferred to anursing facility or hospital unless all the criteria below are met:

- The resident hires 24-hour appropriate nursing and medical care to meet their needs.
- The resident's physician and home care services agency decide his/her care can be safely deliveredin the Enhanced ALR.
- The operator agrees to provide services or arrange for services and is willing to coordinate care; and
- The resident agrees with the plan.

Special Needs ALR (SNALR): Some ALRs may also be certified to serve people with special needs, for example Alzheimer's disease or other types of dementia. Special Needs ALRs have submitted plans for specialized services, environmental features, and staffing levels that have been approved by the New York State Department of Health. The services offered by these homes are tailored to the unique needs of the people they serve. Sometimes people with dementia may not need the more specialized services required in aSpecial Needs ALR, however, if the degree of dementia requires that the person be in a secured environment,or services must be highly specialized to address their needs, they may need the services and environmental features only available in a Special Needs ALR. The individual's physician and/or representative and ALR staff can help the person decide the right level of services.

An example of a person who could be in a Special Needs ALR, is one who develops dementia with associatedproblems, needs 24-hour supervision, and needs additional help completing his or her activities of daily living. The Special Needs ALR is required to have a specialized plan to address the person's behavioral changes caused by dementia. Some of these changes may present a danger to the person or others in the Special Needs ALR. Often such residents are provided medical, social or neuro-behavioral care. If the symptoms become unmanageable despite modifications to the care plan, a person may need to move to another level of care where his or her needs can be safely met. The ALR's case manager is responsible for assisting residents to find the right residential setting to safely meet their needs.

Comparison of Types of ALRs

	ALR	EALR	SNALR
Provides a furnished room, apartment or shared space with common shared areas	X	X	X
Provides assistance with 1-3 meals daily, personal care, home care, housekeeping, maintenance, laundry, social and recreational activities	X	X	X
Periodic medical visits with providersof resident choice are arranged	X	X	X
Medication management assistance	X	X	X
24-hour monitoring by support staffis available on site	X	X	X
Case management services	X	X	X
Individualized Service Plan (ISP) is prepared	X	X	X
Assistance with walking, stair climbing and descending stairs, as needed,is available		X	
Intermittent or occasional assistance from medical personnel from approved communityresources is available	X	X	X
Assistance with durable medical equipment (i.e., wheelchairs, hospital beds) is available			X
Nursing care (i.e., vital signs, eye drops, injections,catheter care, colostomy care, wound care, as needed) is provided by an agency or facility staff		X	
Aging in place is available, and, if needed, 24-hour skilled nursing and/or medical care can be privately hired		X	
Specialized program and environmental modifications for individuals with dementia orother special needs			X

HOW TO CHOOSE AN ALR

VISITING ALRs: Be sure to visit several ALRs before deciding to apply for residence. Lookaround, talk to residents and staff and ask lots of questions. Selecting a home needs to be comfortable.

Ask to examine an “open” or “model” unit and look for features that will support living safely and independently. If certain features are desirable or required, ask building management if they are available orcan be installed. Remember charges may be added for any special modifications requested.

It is important to keep in mind what to expect from a residence. It is a good idea to prepare a list of questions before the visit. Also, taking notes and writing down likes or dislikes about each residence is helpful to reviewbefore making a decision.

THINGS TO CONSIDER: When thinking about whether a particular ALR or any other type of community-based housing is right, here are some things to think about before making a final choice.

Location: Is the residence close to family and friends?

Licensure/Certification: Find out the type of license/certification a residence has and if that certification willenable the facility to meet current and future needs.

Costs: How much will it cost to live at the residence? What other costs or charges, such as dry cleaning, cabletelevision, etc., might be additional? Will these costs change? Transportation: What transportation is availablefrom the residence? What choices are there for people to schedule outings other than to medical appointmentsor trips by the residence or other group trips? What is within safe walking distance (shopping, park, library, bank, etc.)?

Place of worship: Are there religious services available at the residence? Is the residence near places of worship?

Social organizations: Is the residence near civic or social organizations so that active participation is possible?

Shopping: Are there grocery stores or shopping centers nearby? What other type of shopping is enjoyed?

Activities: What kinds of social activities are available at the residence? Are there planned outings which areof interest? Is participation in activities required?

Other residents: Other ALR residents will be neighbors, is this a significant issue or change from current living arrangement?

Staff: Are staff professional, helpful, knowledgeable and friendly?

Resident Satisfaction: Does the residence have a policy for taking suggestions and making improvements forthe residents?

Current and future needs: Think about current assistance or services as well as those needed over the next several years.Is there assistance to get the services needed from other agencies or are the services available on site?
If the residence offers fewer Special Needs beds and/or Enhanced Assisted Living beds than the total capacityof the residence, how are these beds made available to current or new residents? Under what conditions require leaving the residence, such as for financial or for health reasons? Will room or apartment changes be required due to health changes? What is the residence's policy if the monthly fee is too high or if the amount and/or type of care needs increase?

Medical services: Will the location of the facility allow continued use of current medical personnel?

Meals: During visit, eat a meal. This will address the quality and type of food available. If, for cultural or medical reasons, a special diet is required, can these types of meals be prepared?

Communication: If English is not the first language and/or there is some difficulty communicating, is there staff available to communicate in the language necessary? If there is difficulty hearing, is there staff to assistin communicating with others?

Guests: Are overnight visits by guests allowed? Does the residence have any rules about these visits? Can avisitor dine and pay for a meal? Is there a separate area for private meals or gatherings to celebrate a specialoccasion with relatives?

WHO CAN HELP YOU CHOOSE AN ALR? When deciding on which ALR is right, talk to family members and friends. If they make visits to the residences, they may see something different, so ask for feedback.

Physicians may be able to make some recommendations about things that should be included in any residence.A physician who knows about health needs and is aware of any limitations can provide advice on your currentand future needs.

Before making any final decisions, talking to a financial advisor and/or attorney may be appropriate. Since there are costs involved, a financial advisor may provide information on how these costs may affect your long term financial outlook. An attorney review of any documents may also be valuable. (e.g., residency agreement, application, etc.)

ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

An evaluation is required before admission to determine eligibility for an ALR. The admission criteria can vary based on the type of ALR. Applicants will be asked to provide results of a physical exam from within 30days prior to admission that includes a medical, functional, and mental health assessment (where appropriate or required). This assessment will be reviewed as part of the Individualized Service Plan (ISP) that an ALR must develop for each resident.

The ISP is the “blueprint” for services required by the resident. It describes the services that need to be provided to the resident, and how and by whom those services will be provided. The ISP is developed when the resident is admitted to the ALR, with the input of the resident and his or her representative, physician, andthe home health care agency, if appropriate. Because it is based on the medical, nutritional, social, and everyday life needs of the individual, the ISP must be reviewed and revised as those needs change, but at leastevery six months.

APPLYING TO AN ALR
The following are part of entering an ALR:

An Assessment: Medical, Functional and Mental: A current physical examination that includes a medical, functional, and mental health evaluation (where appropriate or required) to determine what care is needed. This must be completed by a physician 30 days prior to admission. Check with staff at the residence for therequired form.

An application and any other documents that must be signed at admission (get these from the residence). Each residence may have different documents. Review each one of them and get the answers to any questions.

Residency Agreement (contract): All ALR operators are required to complete a residency agreement with each new resident at the time of admission to the ALR. The ALR staff must disclose adequate and accurate information about living in that residence. This agreement determines the specific services that will be provided and the cost. The residency agreement must include the type of living arrangements agreed to (e.g., aprivate room or apartment); services (e.g., dining, housekeeping); admission requirements and the conditions which would require transfer; all fees and refund policies; rules of the residence, termination and discharge policies; and resident rights and responsibilities.

An Assisted Living Model Residency Admission Agreement is available on the New York State Health Department’s website at:
http://www.nyhealth.gov/facilities/assisted_living/docs/model_residency_agreement.pdf.

Review the residency agreement very carefully. There may be differences in each ALR’s residency agreement, but they have to be approved by the Department. Write down any questions or concerns and discuss with the administrator of the ALR. Contact the Department of Health with questions about the residency agreement. (See number under information and complaints)

Disclosure Statement: This statement includes information that must be made known to an individual before signing the residency agreement. This information should include: licensure, ownership, availability of healthcare providers, availability of public funds, the State Health Department toll-free number for reporting complaints, and a statement regarding the availability and telephone numbers of the state and local long-termcare ombudsman services. The disclosure statement should be reviewed carefully.

Financial Information: Ask what types of financial documents are needed (bank statements, long term careinsurance policies, etc.). Decide how much financing is needed in order to qualify to live in the ALR. Does the residence require a deposit or fee before moving in? Is the fee refundable, and, if so, what are the conditions for the refund?

Before Signing Anything: Review all agreements before signing anything. A legal review of the documents may provide greater understanding. Understand any long-term care insurance benefits. Consider a health careproxy or other advance directive, making decision about executing a will or granting power of attorney to a significant other may be appropriate at this time.

Resident Rights, Protection, and Responsibilities: New York State law and regulations guarantee ALR residents' rights and protections and define their responsibilities. Each ALR operator must adopt a statement of rights and responsibilities for residents and treat each resident according to the principles in the statement. For a list of ALR resident rights and responsibilities visit the Department's website at http://www.nyhealth.gov/facilities/assisted_living/docs/resident_rights.pdf. For a copy of an individual ALR'sstatement of rights and responsibilities, ask the ALR.

LICENSING AND OVERSIGHT

ALRs and other adult care facilities are licensed and inspected every 12 to 18 months by the New York StateDepartment of Health. An ALR is required to follow rules and regulations and to renew its license every twoyears. For a list of licensed ALRs in NYS, visit the Department of Health's website at www.nyhealth.gov/facilities/assisted_living/licensed_programs_residences.htm.

INFORMATION AND COMPLAINTS

For more information about assisted living residences or to report concerns or problems with a residence which cannot be resolved internally, call the New York State Department of Health or the New York State Long Term Care Ombudsman Program. The New York State Department of Health's Division of Assisted Living can be reached at (518) 408-1133 or toll free at 1-866-893-6772. The New York State Long Term CareOmbudsman Program can be reached at 1-800-342-9871.

Glossary of Terms Related to this Guide

Activities of Daily Living (ADL): Physical functions that a person performs every day that usually includedressing, eating, bathing, toileting, and transferring.

Adult Care Facility (ACF): Provides temporary or long-term, non-medical, residential care services to adultswho are to a certain extent unable to live independently. There are five types of adult care facilities: adult homes, enriched housing programs, residences for adults, family-type homes, and shelters for adults. Of these, adult homes, enriched housing programs, and residences for adults are overseen by the Department of Health. Adult homes, enriched housing programs, and residences for adults provide long-term residential care, room, board, housekeeping, personal care, and supervision. Enriched housing is different because each resident roomis an apartment setting, i.e., kitchen, larger living space, etc. Residences for adults provide the same services asadult homes and enriched housing except for required personal care services.

Adult Day Program: Programs designed to promote socialization for people with no significant medical needs who may benefit from companionship and supervision. Some programs provide specially designed recreational and therapeutic activities, which encourage and improve daily living skills and cognitive abilities,reduce stress, and promote capabilities.

Adult Day Health Care: Medically supervised services for people with physical or mental health impairment(examples: children, people with dementia, or AIDS patients). Services include: nursing, transportation, leisure activities, physical therapy, speech pathology, nutrition assessment, occupational therapy, medical social services, psychosocial assessment, rehabilitation and socialization, nursing evaluation and treatment, coordination of referrals for outpatient health, and dental services.

Aging in Place: Accommodating a resident's changing needs and preferences to allow the resident to remainin the residence as long as possible.

Assisted Living Program (ALP): Available in some adult homes and enriched housing programs. It combines residential and home care services. It is designed as an alternative to nursing home placement for some people. The operator of the assisted living program is responsible for providing or arranging for residentservices that must include room, board, housekeeping, supervision, personal care, case management and homehealth services. This is a Medicaid funded service for personal care services.

Disclosure Statement: Information made known to an individual before signing the residency agreement. This information should include: licensure, ownership, availability of health care providers, availability of public funds, the State Health Department toll-free number for reporting complaints, and a statement regarding the availability and telephone numbers of the state and local long-term care ombudsman services.

Health Care Facility: All hospitals and nursing homes licensed by the New York State Department of Health.

Health Care Proxy: Appointing a health care agent to make health care decisions for you and to make sureyour wishes are followed if you lose the ability to make these decisions yourself.

Home Care: Health or medically related services provided by a home care services agency to people in their homes, including adult homes, enriched housing, and ALRs. Home care can meet many needs, from help withhousehold chores and personal care like dressing, shopping, eating and bathing, to nursing care and physical, occupational, or speech therapy.

Instrumental Activities of Daily Living (IADLs): Functions that involve managing one's affairs and performing tasks of everyday living, such as preparing meals, taking medications, walking outside, using atelephone, managing money, shopping, and housekeeping.

Long Term Care Ombudsman Program: A statewide program administered by the New York State Officefor the Aging. It has local coordinators and certified ombudsmen who help resolve problems of residents in adult care facilities, assisted living residences, and skilled nursing facilities. In many cases, a New York Statecertified ombudsman is assigned to visit a facility on a weekly basis.

Monitoring: Observing for changes in physical, social, or psychological well-being.

Personal Care: Services to assist with personal hygiene, dressing, feeding, and household tasks essential to aperson's daily living.

Rehabilitation Center: A facility that provides occupational, physical, audiology, and speech therapies to restore physical function as much as possible and/or help people adjust or compensate for loss of function.

Supplemental Security Income (SSI): A federal income supplement program funded by general tax revenues(not Social Security taxes). It is designed to help aged, blind, and disabled people, who have little or no income; and it provides cash to meet basic needs for food, clothing and shelter. Some, but not all, ALRs may accept SSI as payment for food and shelter services.

Supervision: Knowing the general whereabouts of each resident, monitoring residents to identify changes inbehavior or appearance and guidance to help residents to perform basic activities of daily living.

TEMPORARY RESIDENTIAL CARE
ADDENDUM TO THE RESIDENCY AGREEMENT

_____ ("You") have requested to stay in

PSL of Delmar Place LLC ("The Community")

Until the date of _____ ("Respite Stay")

This Respite Stay is limited to up to one-hundred twenty days (120) in any twelve- month period. In connection with the Respite Stay, you and the Community have entered into the Community's Adult Care Facility Admission/Residency Agreement, a copy of which is attached to this addendum. The Community holds the following licenses and certifications:

- ☐ Adult Home
- ☐ Enriched Housing Program
- ☐ Assisted Living Residence
- ☐ Enhanced Assisted Living Residence
- ☐ Special Needs Assisted Living Residence

The purpose of this Addendum is to amend certain provisions of the Admission/Residency Agreement to reflect your Respite Stay.

1. During your Respite Stay, the rate you will be charged for each day of the Respite Stay will be $_____("Daily Rate"), inclusive of all services that the Community may provide you.
2. During your Respite Stay, you may terminate your Respite Stay, this Addendum, and the Admission/Residency Agreement early by delivering to the Community notice of termination at least three days prior to the date you intend to vacate your Apartment/Room. If you paid for the Respite Stay in advance and you elect under this Section to shorten the Respite Stay, the Community will refund to you an amount equal to the amount you prepaid minus the product of the number of days you actually stayed multiplied by your Daily Rate.
3. The Community may also terminate your Respite Stay upon three days' written notice on the grounds set forth in the Termination procedure provided in the Admission/Residency Agreement.
4. After your Respite Stay expires, this Addendum shall expire and be of no further force and effect. If you have not terminated this addendum, pursuant to Paragraph 3, you will continue to be bound by the terms of the Admission/Residency Agreement, including any payments that need to be made by the terms of that Agreement and which have not been made during the term of your Respite Stay.
5. Within 30 days prior to admission, you must provide a dated signed medical examination report which conforms to Department Regulations (DSS-3122 or an approved substitute). Thereafter, you must have a physical examination at least once every six (6) months (or more frequently if a change in condition warrants) and additional examinations considered necessary by your physician.
6. During the Term of your Respite Stay, the provision of this Addendum supersede any provisions of the Admission/Residency Agreement that are inconsistent with this Addendum. All other terms in your Admission/Residency Agreement remain in full force and effect.

7. All Residents admitted under this Temporary Residential Care Addendum to the Admission/Residency Agreement shall receive the same emergency evacuation training as all other Residents.
8. Only Residents appropriate for the level of care for which the Community is licensed by the Department of Health to provide will be admitted to the Temporary Residential Care Program.
9. In the event that you wish to become a permanent resident at the Community upon expiration of your Respite Stay, you must notify the Community at least one week prior to the expiration of your Respite Stay, and you will continue to be bound by the terms of the Residency Agreement, including any payments that need to be made by the terms of that Agreement and which have not been made during the term of your Respite Stay.

Having read this Addendum, the undersigned acknowledge that they understand the rights and obligations created by this Addendum and the Original Agreement, and by signing below agree to all the terms and conditions contained therein.

_____ _____

Signature of Community Representative / Title Date

_____ _____

Signature of Resident Date

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

_____ _____

Signature of Responsible Person Date