



**Department  
of Health**

## CONSUMER SUMMARY

### Facility Posting

|                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Facility Operating Certificate Name                  | Peregrine's Landing Senior Community<br>Operating Certificate #: 240-S-109                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Full Address                                         | <i>575 Cayuga Creek Road<br/>Cheektowaga, NY 14127</i>                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Website link Facility                                | <a href="http://www.peregrinecheektowaga.com">www.peregrinecheektowaga.com</a>                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Website link DOH                                     | TBD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Starting rent for each license and certification     | <p>Assisted Living</p> <p>Studio Starting at \$8,270</p> <p>One Bedroom Starting at \$7,655</p> <p>Memory Care</p> <p>Studio Starting at \$9,375</p> <p>Small Companion Starting at \$8,270</p> <p>Large Companion Starting at \$8,820</p> <p>Large Private Starting at \$11,135</p> <p>Enhanced Care adds an additional \$1800.00 per month to both ALR and Memory Care</p> <p>Second Person Fee adds \$2,000.00 per month</p> <p>Please download a brochure to obtain Community's rates sheet.</p> |
|                                                      | <p>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, housekeeping and laundry service.</p> <p>This list is a summary and not exhaustive. Additional Details can be found in the approved Residency Agreement below.</p>                                                                                                            |
| 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 approved Residency Agreement below.                                                                                                                                                                                                                                                                                                                                                  |



at

Cheektowaga

Residency Agreement



## Assisted Living Residence Agreement

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## **Assisted Living Residence Agreement**

### **Agreements**

#### **I. Housing Accommodations and Services.**

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

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

###### **1. Your Apartment.**

Resident may occupy and use a private apartment (the "apartment") identified on Exhibit I.(A) (.1). subject to the terms of this Agreement.

###### **2. Common areas.**

You will be provided with the opportunity to use the general-purpose rooms at the Residence such as, lounges, multi-purpose activity room, chapel, fitness room and library.

###### **3. Furnishings/Appliances Provided by Peregrine's Landing, LLC.**

Attached as Exhibit I(A)(3) and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by Peregrine's Landing, LLC. in Your Apartment or room.

###### **4. Furnishings/Appliances Provided by You.**



## **Assisted Living Residence Agreement**

Attached as Exhibit I (A) (4). and made a part of this agreement is an Inventory of furnishings, appliances and other items supplied by you in your apartment/room.

Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

### **B. Basic Services**

The following services (“Basic Services”) will be provided to you, in accordance with Your Individualized Services Plan. The following basic services are included in the monthly fee (“basic Monthly fee”) charged by Peregrine’s Landing, LLC. to The Resident beginning on the day of admission and including the day of discharge.

#### **1. Meals and Snacks.**

Peregrine’s Landing, LLC. shall provide three (3) nutritionally well-balanced meals per day and one (1) snack per day. The following modified diets will be available to You if ordered by Your physician and will be included in Your Individualized Service Plan: Regular Diet, NAS (no added salt), CCD (consistent carbohydrate), CAT (consistency as tolerated), Finger Food menu.

#### **2. Activities.**

Peregrine's Landing, LLC. will provide a program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs, and will post a monthly schedule of activities in a visible common area of the Residence.



## **Assisted Living Residence Agreement**

### **3. Housekeeping.**

Peregrine's Landing, LLC. will provide the Resident with weekly housekeeping services.

### **4. Linen Service.**

Resident and/or will make available as necessary to supply the following linens clean and in good condition: towels, washcloths; pillow, pillowcase, blanket, bed sheets, and bedspread. Peregrine's Landing, LLC. will wash the towels and linens at least twice a week. Blankets, bedspreads and other furnishings will be laundered as necessary.

Peregrine's Landing, LLC. agrees to launder any linens supplied by the Resident provided that such linens are in good repair. You can elect to schedule linen service laundry more than twice a week. Additional charges may apply. (See Exhibit III.C.)

### **5. Personal Laundry**

Peregrine's Landing, LLC. will launder the Resident's personal clothing twice a week.

You can elect to schedule personal laundry more than twice a week and additional charges may apply. (See Exhibit III.C.) If Peregrine's Landing, LLC. deems that the Resident is capable of doing so the Resident may elect to launder the Resident's personal laundry or participate in Peregrine's basic personal laundry service to the Resident which includes washing folding and returning laundered clothing to your room once per week.

### **6. Supervision on a 24-hour basis.**

Peregrine's Landing, LLC. will provide appropriate staff onsite to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.





## **Assisted Living Residence Agreement**

### **7. Case Management.**

Peregrine's Landing, LLC. will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address your identified needs and interests.

### **8. Personal Care.**

Include some assistance with bathing, grooming, dressing, toileting, ambulation, transferring, feeding, medication acquisition, storage and disposal, assistance with self-administration of medication.

### **9. Development of Individualized Service Plan**

Peregrine's Landing, LLC. will develop, monitor, and update as necessary an Individualized Service Plan for the Resident, specifying the services deemed necessary to meet the Resident's needs and wishes. Such Service plan shall meet applicable New York State codes, rules and regulations for a licensed Enriched Housing Program, Assisted Living Residence, Special Needs Assisted Residence and Enhanced Assisted Living Residence. The initial Individualized Service Plan will be developed in conjunction with the Resident's physician and will be updated every 6 months or with change of condition.

## **C. Additional Services**

Exhibit I (C), attached to and made a part of this Agreement, describes in detail, any



## **Assisted Living Residence Agreement**

additional services or amenities available for an additional, supplemental or community fee from Peregrine's Landing, LLC. directly or through arrangements with Peregrine's Landing, LLC. Such exhibit states who would provide such services or amenities, if other than Peregrine's Landing, LLC.

### **D. Licensure/Certification Status.**

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

## **II. Disclosure Statement**

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

## **III. Fees**

### **A. Basic Rate**

#### **Flat Fee Arrangements**

The 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



## Assisted Living Residence Agreement

specified party) will pay, and Peregrine's Landing, LLC. agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I.(B) of this Agreement. (The "Basic Rate").

The Basic Rate for the program you are entering, as of the date of this agreement, is \$\_\_\_\_\_ per month, as is summarized in Exhibit III(C). The daily rate is \$\_\_\_\_\_ per day calculated at Your monthly rate divided by 30 days.

Additional fees may apply as noted below in Exhibit III(C).

Your total monthly cost is \$\_\_\_\_\_/ month

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

A Supplemental or Additional Fee is a fee for service, care or amenities that is in addition to those fees included in the monthly Basic Rate.

Supplemental Fees must be at the Resident option. In some cases, the law permits Peregrine's Landing, LLC. to charge an Additional Fee without the express written approval of the Resident (See section III (E))

A Community Fee is a one-time Fee that Peregrine's Landing, LLC. may charge at the time of admission. Peregrine's Landing, LLC. must clearly inform the prospective Resident what the amount of the Community Fee will be, the Community's specific conditions for refunds and any additional conditions regarding the fee. The prospective Resident, once fully informed of the terms of the Community Fee, may choose whether to accept the



## **Assisted Living Residence Agreement**

Community Fee as a condition of residency in the Residence, or to reject the Community Fee and thereby reject residency at the Residence.

(See Exhibit **III.B**)

Any charges by Peregrine's Landing, LLC. whether a part of the Basic Rate, Supplemental, Additional or Community Fees, shall be made only for services and supplies actually supplied to the Resident

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

Attached as Exhibit III. (C). and made a part of this Agreement is a rate or fee schedule, covering both the Basic Rate and any Additional, 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.

### **D. Billing and Payment Terms**

Peregrine's Landing, LLC. shall provide the Resident or the Resident's Representative a monthly billing statement on or about the 20<sup>th</sup> day prior to the beginning of the billing month, specifying the Basic Monthly Fee, charges for Personal Care Services fees (if any), charges for optional additional services incurred by the Resident, if any, and the Enhanced Assisted Living Residence Fee if any.

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

Peregrine's Landing Senior Living Community

575 Cayuga Creek Road



## **Assisted Living Residence Agreement**

Cheektowaga, New York 14227

Upon execution of this Agreement, the Resident shall be billed the pro-rated amount for the number of remaining days in the current month of admission. The billing for the first full month and all months thereafter will be the full monthly service fee rate as stated above. Peregrine's Landing, LLC. reserves the right to apply a late fee of \$100.00 if rent is not received by the 6<sup>th</sup> day of the month. Peregrine's Landing, LLC. reserves the right to apply a late fee equal to 1.5% of the Basic Monthly Fee for payment received on the 15<sup>th</sup> day beyond the due date. If the Resident, the Resident's Representative, or the Resident's Legal Representative is no longer able to pay for services provided in this agreement or additional services or care needed by You, Peregrine's Landing, LLC. may decide to terminate the Residency Agreement. Such procedures are in accordance with the provisions regarding termination of the agreement set forth in section XIII.

### **E. Adjustments to Basic Rate or Additional or Supplemental Fees**

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental Fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4 and 5 below.
2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by Peregrine's Landing, LLC. once You have been admitted as a Resident.



## **Assisted Living Residence Agreement**

3. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, Peregrine's Landing, LLC. may increase such Rate or Fee upon less than a forty-five (45) days written notice.
4. If Peregrine's Landing, LLC. provides additional care, services or supplies upon the express Written order of Your primary physician, Peregrine's Landing, LLC. may, through an amendment to the Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written Notice.
5. In the event of any emergency which affects You, Peregrine's Landing, LLC. may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

### **F. Bed Reservation**

Peregrine's Landing, LLC. agrees to reserve a residential space as specified in Section I.(A) (1) above in the event of Your absence. The charge for this reservation is \$\_\_\_\_\_ per day (calculated at a prorated daily rate based on your monthly rent) with the total daily rate for a one-month period not to exceed the established monthly rate. The length of time the space will be reserved is sixty (60) days. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space, but must provide Peregrine's Landing, LLC. with any required notice.



## **Assisted Living Residence Agreement**

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

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

Peregrine's Landing, LLC. must also return at the time of Your discharge, but in no case more than three business days any of Your money or property which comes into the possession of Peregrine's Landing, LLC. after Your discharge. Peregrine's Landing, LLC. must refund on the basis of a per diem proportion, any advance payment(s) which You have made.

If You die, Peregrine's Landing, LLC. 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, Peregrine's Landing, LLC. shall contact the Surrogate's Court of the County wherein the Residence is to determine what should be done with property of Your estate.

### **V. Transfer of Funds or Property to Peregrine's Landing, LLC.**

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



## **Assisted Living Residence Agreement**

### **VI. Property or items of value held in Peregrine's Landing, LLC.'s custody for You.**

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

### **VII. Fiduciary Responsibility**

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

### **VIII. Tipping**

Peregrine's Landing, LLC. must not accept, nor allow Residence staff or agents to accept, any tip or gratuity in any form for any services provided or arranged for as specified by statute, regulation or agreement.

### **IX. Personal Allowance Accounts**

Peregrine's Landing, LLC. agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DSS-2853) with You or Your Representative. You agree to inform Peregrine's Landing, LLC. if you receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds.





## **Assisted Living Residence Agreement**

You must complete the following:

I receive SSI funds \_\_\_\_\_ or I have applied for SSI funds \_\_\_\_\_

I receive SNA funds \_\_\_\_\_ or I have applied for SNA funds \_\_\_\_\_

I do not receive either SSI or SNA funds \_\_\_\_\_

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

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

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), Peregrine's Landing, LLC. shall not admit any Resident if Peregrine's Landing, LLC. is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. Peregrine's Landing, LLC. shall not admit any Resident in need of 24-hour skilled nursing care.
2. Peregrine's Landing, LLC. shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether the individual is appropriate for admission.
3. Peregrine's Landing, LLC. has conducted such an evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that Peregrine's Landing, LLC. can meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.



## **Assisted Living Residence Agreement**

4. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the “Enhanced Assisted Living Residence Addendum” will apply.
5. If You are being admitted to a Special Needs Assisted Living Residence, the “Special Needs Assisted Living Residence Addendum” will apply.
6. If You are residing in a “Basic” Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, you will no longer be appropriate for residency in this Basic Residence. If this occurs, Peregrine’s Landing, LLC. will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if Peregrine’s Landing, LLC. also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, you may be eligible for residency in such Enhanced Assisted Living unit.
7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
  - (a) are chronically chair fast and unable to transfer, or chronically require the physical assistance of another person to transfer; or
  - (b) chronically require the physical assistance of another person in order to walk; or
  - (c) chronically required the physical assistance of another person to climb or descend stairs; or
  - (d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
  - (e) have chronic unmanaged urinary or bowel incontinence.



## **Assisted Living Residence Agreement**

8. In the event Peregrine's Landing, LLC. determines that Your cognitive and memory limitations require more management than offered by the Assisted Residence Services, you may be screened for eligibility for residency in The Special Needs Assisted Living program. If You are deemed appropriate for admission and a room is available at the time a Special Needs Addendum will be executed.
9. Enhanced Assisted Living care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and/or Special Needs Assisted Living Residence who are assessed as requiring 24-hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

### **XI. Rules of the Residence**

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

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

- A. You, or Your Resident or Legal Representative to the extent specified in this Agreement, are responsible for the following:
  1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
  2. Supply of personal clothing and effects.
  3. Payment of all medical expenses including transportation for medical purposes, except when payments are available under Medicare, Medicaid or other third party



## **Assisted Living Residence Agreement**

coverage.

4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing Peregrine's Landing, LLC. with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
  5. Informing Peregrine's Landing, LLC. promptly of change in health status, change in physician, or change in medications.
  6. Informing Peregrine's Landing, LLC. promptly of any change of name, address and/or Phone number.
- B. The Resident's Representative shall be responsible for the following:  
Section A: 1 thru 6 that are not performed by the Resident.
- C. The Resident's Legal Representative, if any shall be responsible for the following:  
Section A 1 thru 6 that are not performed by the Resident.

### **XIII. Termination and Discharge.**

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

- A. By agreement between You and Peregrine's Landing, LLC.;
- B. Upon thirty (30) days' notice from You or Your Representative to Peregrine's Landing, LLC. of Your intention to terminate this Agreement and leave the Residence;
- C. Upon 30 days written notice from Peregrine's Landing, LLC. to You, Your Representative, your next of kin, the person designated in this agreement as the responsible party and any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below and then only if



## **Assisted Living Residence Agreement**

Peregrine's Landing, LLC. initiates a court proceeding and the court rules in favor of Peregrine's Landing, LLC.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
2. Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
3. You, Your Representative, or Your Legal Representative fail to make timely payment for all authorized charges for Peregrine's Landing, LLC. services including use and occupancy of the premises, materials, equipment, and food which the Resident has agreed to pay under the terms of this Agreement. If Your failure to make timely payment results from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless Peregrine's Landing, LLC. during the thirty (30) day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You, Your Representative, or Your Legal Representative agree to cooperate with such efforts by Peregrine's Landing, LLC. to obtain such public benefits.
4. You repeatedly behave in a manner that directly impairs the well-being, care, or safety of Yourself or any other resident, or which substantially interferes with the orderly operation of the Residence;
5. Peregrine's Landing, LLC. has its operating certificate limited, revoked, suspended, or Peregrine's Landing, LLC has voluntarily surrendered the operation of the facility;



## **Assisted Living Residence Agreement**

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

If Peregrine's Landing, LLC. elects to terminate the Residency Agreement for any of the reasons stated above, Peregrine's Landing, LLC. shall provide You written notice of termination and discharge, which must be at least thirty (30) days after delivery of notice, specifying the reason(s) for termination, and providing a statement of Your right to object along with a list of free legal advocacy resources approved by the New York State Department of Health.

You may object to Peregrine's Landing, LLC. about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, Peregrine's Landing, LLC., to terminate, must initiate a special proceeding in court. You shall not be discharged against Your will unless the court rules in favor of Peregrine's Landing, LLC.

While legal action is in progress, Peregrine's Landing, LLC. must not seek to amend the Residency Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by the Department regulations and the Residency Agreement, or engage in any action to intimidate or harass the You.

Both You and Peregrine's Landing, LLC. are free to seek any other judicial relief to which they



## **Assisted Living Residence Agreement**

may be entitled. In the event Peregrine's Landing, LLC. is seeking to transfer or discharge You, Peregrine's Landing, LLC. must assist You to the extent necessary to assure, whenever practicable, your placement in a care setting which is adequate, appropriate, and consistent with Your wishes.

### **XIV. Transfer**

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

- A. When You develop a communicable disease, medical or mental condition, or sustains an injury such that continual skilled medical or nursing services are required;
- B. Your behavior poses an imminent risk of death or serious physical injury to You or others; or
- C. A Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

If You are transferred to termination of this Residency Agreement, Peregrine's Landing, LLC. must proceed with the termination requirements as set forth in Section XIII of this Agreement,



## **Assisted Living Residence Agreement**

except that the written notice of termination must be hand delivered to You at the location to which You have been moved. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person. If the basis for the transfer permitted under parts A and B above of this Section no longer exists, you are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, you must be readmitted.

### **XV. Resident Rights and Responsibilities**

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

### **XVI. Complaint Resolution**

Peregrine's Landing, LLC.'s procedures for receiving and responding to the Resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit XVI and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence. Peregrine's Landing, LLC. agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. Peregrine's Landing, LLC. agrees to address any complaints, problems, issues or suggestions reported by the Residents'





## **Assisted Living Residence Agreement**

Organization and to provide a written report to the Residents' organization that addresses the same.

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

### **XVII. Miscellaneous Provisions**

1. This Agreement constitutes the entire Agreement of the parties.
2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.
3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by Peregrine's Landing, LLC. in files of the Residence from the date of execution until three years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.
4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.



## Assisted Living Residence Agreement

### **XVIII. Agreement Authorization**

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

\_\_\_\_\_  
Dated

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

\_\_\_\_\_  
Dated

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

\_\_\_\_\_  
Dated

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

\_\_\_\_\_  
Dated

\_\_\_\_\_  
(Signature of Operator or Peregrine's Landing, LLC.'s Representative)



## Assisted Living Residence Agreement

### (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 III (C)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Guarantor's Signature

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



## Assisted Living Residence Agreement

### Guarantor of Payment of Public Funds - Optional

If You have a signatory to this Agreement besides Yourself and that signatory controls all or a portion of Your public funds (SSI, Safety Net, Social Security, Other), and if that signatory does not choose to have such public funds delivered directly to Peregrine's Landing, LLC., 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)



## Assisted Living Residence Agreement

### **XIX: SNALR Addendum to Residency Agreement**

This is an addendum to a Residency Agreement made between Peregrine's Landing, LLC (the "Operator"), \_\_\_\_\_, (the "Resident" or "You"),  
\_\_\_\_\_(the "Resident's Representative"),  
\_\_\_\_\_, (the "Resident's Legal Representative" , if any). Such  
Residency Agreement is dated \_\_\_\_\_.

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

#### **I. Special Needs Assisted Living Certification.**

Peregrine's Landing, LLC. is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at: Peregrine's Landing Senior Living Community located at 575 Cayuga Creek Rd Cheektowaga, NY 14227

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

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



## Assisted Living Residence Agreement

### SNALR Addendum to Residency Agreement (continued)

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

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

1. Specialized services to be provided in the Special Needs Residence;
2. Staffing levels
3. Staff education and training and work experience, and professional affiliations or special characteristics relevant to serving persons with specific special needs;
4. Any environmental modifications that have been made to protect the health, safety and welfare of Residents.

#### **IV. Addendum Agreement Authorization.**

We, the undersigned, have read this Special Needs Assisted Living Residence Addendum to the Residency Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein and at the Total Monthly Rate of: \$ \_\_\_\_\_ / month. as established in Exhibit III(C) of this Agreement

Dated: \_\_\_\_\_  
(Signature of Resident)

Dated: \_\_\_\_\_  
(Signature of Resident's Representative)

Dated: \_\_\_\_\_  
(Signature of Resident's Legal Representative)

Dated: \_\_\_\_\_  
(Signature of Operator or Operator's Representative)



## **Assisted Living Residence Agreement**

### **EXHIBIT SN #1**

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

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

Our Special Needs Assisted Living Residence serves seniors with memory loss who have been diagnosed with Alzheimer's Disease or related dementias. The specialized services available in this community include:

##### **A. Resident Services**

- a. 24 hr. supervision
- b. Secured environment
- c. Three nutritionally balanced meals a day
- d. Weekly housekeeping
- e. Weekly laundry service
- f. Scheduled transportation to medical appointments within 10 miles
- g. Assistance with bathing and showering twice per week
- h. Assistance with dressing and grooming
- i. Medication Management
- j. Case Management

Additional supervision and support, as needed, with activities of daily living, including:

- bathing as needed but no less than two times per week;
- cuing, reminders, or full support with dressing and grooming;
- scheduled toileting and support with urinary incontinence, as necessary; and
- cuing and encouragement with eating, and provision of finger foods, as appropriate.



## **Assisted Living Residence Agreement**

### **B. Activities**

Daily recreational, social, cultural, and educational programs focusing on residents with special needs related to Alzheimer's disease or another form of dementia, including:

- activities designed to stimulate residents throughout the day, including evenings and weekends;
- activities designed to accommodate a shorter attention span;
- varied activities as well as structured, re-occurring activities; and
- varied activities individualized to the specific needs and interests of each resident.

### **C. Dining Services**

Dining hours will be standardized (but snacks and light menu items will be available 24 hours per day as needed.

- Finger foods will be provided on an as needed basis;
- Consistency as Tolerated (CAT) diets will be accommodated;
- Pureed diets will be considered on an individualized basis; and
- Dietitian will be consulted as indicated by resident's need.

### **D. Staffing Levels (Based on full occupancy -22 residents)**

1. Dementia Care Coordinator 5 days;
2. LPN: one LPN staffed on the day and evening shifts seven days a week;
3. Med Aide: one Med Aide staffed 24 hrs./day 7 days;
4. 2 RCA 24 hrs./day 7 days; and
5. 1 Team Leader 10PM – 6 AM, 7 days/wk. (shift Supervisor).

### **E. Staff Education, Training and Experience**

- Memory Care Coordinator- A Licensed Practical Nurse/Med Tech with experience in caring for older adults and supervising resident services staff who provide support to residents to complete the residents Activities of Daily Living (ADL). The Resident Care Director provides additional staff training through monthly in-service sessions.
- LPN Supervisor/MED Tech Staff- Completes 40 hours of training which includes medication procedure and protocol specific to the Assisted Living and Enhanced Level of care, supervisory duties, and overall resident care training, which is specific to caring for an older adult population. (An LPN Supervisor will be on premises for consultation 6 a.m. to 10 p.m. each day.)





## **Assisted Living Residence Agreement**

- Shift Supervisor Staff (Team Leader)- Completes 40 hours of training which includes medication procedure and protocol specific to the Assisted Living and Enhanced Level of care, supervisory duties, and overall resident care training, which is specific to caring for an older adult population including persons with Dementia.
- Resident Care Assistant Staff - Complete 40 hours of training specific to caring for an older adult population residing in an Assisted/Enhanced /Special Needs Level of Care.

### **F. Environmental Modifications**

To protect the health, safety and welfare of all residents, Peregrine's Landing, LLC. provides the following:

- Keypad controlled access and exit from the memory care community.
- All commons areas provide self-contained space separate from the rest of the The Residence building.
- All paths of egress from The Residence's Special Needs Assisted Living Residence are equipped with delayed-alarmed egress approved by the NYS Department of Health to provide unimpeded emergency exit while maintaining a safe environment.
- Fire extinguisher cabinets placed in common areas are equipped with alarms to deter unauthorized access.
- Building thermostats are covered and locked to prevent resident access.
- An enclosed courtyard is available for outside activities
- All windows in the common areas and apartments are equipped with a mechanism to limit window openings to a maximum of four (4) inches to prevent elopement and accidental falls, while also allowing for emergency egress when needed.



## EALR Addendum to Residence Agreement

### **XIX: EALR Addendum to Residency Agreement**

This is an addendum to a Residency Agreement previously made between Peregrine's Landing, LLC (the "Operator"), \_\_\_\_\_, (the "Resident or You"), \_\_\_\_\_, (the "Resident's Representative"), and \_\_\_\_\_, (the "Resident's Legal Representative", if any). Such Residency Agreement is dated \_\_\_\_\_.

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

#### **I. Enhanced Assisted Living Certificates**

Peregrine's Landing, LLC. is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at: Peregrine's Landing Senior Living Community located at

575 Cayuga Creek Rd Cheektowaga, NY 14227

#### **II. Physician Report**

You have submitted to Peregrine's Landing, LLC. a written report from Your physician which states that:

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



## EALR Addendum to Residence Agreement

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

You have requested to become a Resident at this Enhanced Assisted Living Residence, (the “Residence”) and Peregrine’s Landing, LLC. has accepted Your request.

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

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

1. Specialized services to be provided in the Enhanced Assisted Living Residence
2. Staffing levels;
3. Staff education and training work experience and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence;
4. Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Residence and

### **V. Aging in Place**

Peregrine's Landing, LLC. has notified You that while Peregrine’s Landing, LLC. will make reasonable efforts to facilitate Your ability to age in place according to Your Individualized Service Plan, there may be a point reached where Your needs cannot be safely or appropriately met at the Residence: If this occurs, Peregrine’s Landing, LLC. will communicate with You regarding the need to relocate to a more appropriate setting, in accordance with law.



EALR Addendum to Residence Agreement

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

If You reach the point where You need 24-hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, Peregrine's Landing, LLC. will initiate proceedings for the termination of this Agreement and to discharge You from residency, UNLESS each of the following conditions are met:

- a. You hire appropriate nursing, medical or hospice staff to care for Your increased needs; AND**
- b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, you can be safely cared for in the Residence, and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32; AND**
- c. Peregrine's Landing, LLC. agrees to retain You as Resident and to coordinate the care provided by Peregrine's Landing, LLC. and the additional nursing, medical or hospice staff; AND**
- d. You are otherwise eligible to reside at the Residence.**



## EALR Addendum to Residence Agreement

### VII. **Addendum Agreement Authorization**

We, the undersigned, have read this Enhanced Assisted Living Residence Addendum to the Residency Agreement, have received a duplicate copy thereof, agree to abide by the terms and conditions therein and at the Total Monthly Rate of : \$ \_\_\_\_\_ / month as established in Exhibit III(C) of this Agreement.

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

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

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

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

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

**EXHIBIT EALR #1**

**Resident Services**

The specialized services available in this community include:

- assistance with medical equipment to include oxygen, continuous positive air pressure machine (C-PAP), ostomy and catheter;
- assistance with non-sterile clean bandage;
- full assistance with bathing (up to twice weekly);
- full assistance with dressing and grooming; and
- toileting and hygiene support with incontinence as necessary.

Resident will be accepting of staff support and care provided, as stated on their Individual Service Plan (ISP).

**Amedisys Home Health Agency**

Peregrine's Landing holds a formal agreement with Amedisys, a certified home health agency for providing 24-hour RN availability for consultation. When Peregrine's Landing, LLC. determines a resident is eligible for Enhanced Care Services, the Resident and/or Resident Representative will be required to sign a Release of Information form to authorize Peregrine's Landing, LLC. to provide health information to Amedisys. Once the release of information form is complete, Peregrine's Landing, LLC. will notify Amedisys of the Resident's needs and provide to Amedisys the following resident information:

- Physician's Medical Evaluation- DOH -3122 form;
- Mental Health Evaluation (if one has been completed);
- Individual Service Plan (ISP); and
- Any other information provided from the PCP or MD Specialist.

### **Activities**

Provision of daily activities developed specifically for residents with enhanced needs including:

- activities designed to stimulate residents throughout the day, including weekends;
- varied activities as well as structured, re-occurring activities; and
- varied activities individualized to the specific needs and interests of each resident.

### **Dining Services**

- a. Dining services will be provided in Community dining room three (3) times per day, seven (7) days per week;
- b. Nutritious snacks will be available 24 hours per day as needed;
- c. Consistency as Tolerated (CAT) diets and Pureed diets will be available and considered on an individualized basis per physician's order; and
- d. Finger foods will be provided on an as needed basis.

### **Enhanced Staffing Levels**

Peregrine's Landing, LLC. provides 24 hours staffing which includes:

- a. a nurse/supervisor;
- b. medication assistants to provides medication management; and
- c. resident care aides to provide assistance with Activities of Daily Living.

Adjustments in staffing levels are made as needed to meet the needs of the resident.

### **Staff Education, Training and Experience**

- Director of Resident Care- A Licensed Practical Nurse with experience in caring for older adults and supervising resident services staff who provide support to residents to complete the residents' Activities of Daily Living (ADL). The Nurse Manager provides additional staff training through monthly in-service sessions.
- LPN Supervisor Staff- Completes 40 hours of training which includes medication procedure and protocol specific to the Assisted Living and Enhanced Level of care, supervisory duties, and overall resident care training, which is specific to caring for a



#### EALR Exhibit #1

an older adult population. (An LPN Supervisor will be on premises for consultation 6a.m. to 10 p.m. daily.)

- Shift Supervisor Staff (Team Leader)- Completes 40 hours of training which includes medication procedure and protocol specific to the Assisted Living and Enhanced Level of care, supervisory duties, and overall resident care training, which is specific to caring for an older adult population including Dementia.
- Resident Care Assistant Staff - Complete 40 hours of training specific to caring for an older adult population residing in an Assisted/Enhanced /Special Needs Level of Care.
- Case Manager shall hold:
  - a master's degree in social work from an accredited college or university; or
  - a bachelor's degree from an accredited college or university with major work in human services or service delivery and one year of fulltime experience in the provision of services to a frail adult population; or
  - an associate degree from an accredited college or university with major work in human resources or service delivery and three years of full-time experience in the provision of services to a frail adult population.

### **Environmental Modifications**

- No additional environmental modifications are required.



## **EXHIBIT**

### **I.A.1. Identification of Apartment/Room**

The selected apartment number \_\_\_\_\_ is located on the \_\_\_\_\_ floor and is provided subject to the terms of this Agreement.

## EXHIBIT

### **I.A.3. Furnishings/Appliances Provided by Peregrine's Landing, LLC.**

When not supplied by the resident, Peregrine's Landing, LLC. must provide each Assisted Living resident with the following minimum household equipment:

- a standard, single bed in good repair, a chair, a lamp, a telephone;
- curtains, shades or blinds for each window
- lockable storage facilities for personal articles and medication which cannot be removed at will if the individual room or apartment is not equipped with a lock;
- individual dresser and closet space for the storage of resident clothing;
- dishes, glasses, utensils, table;
- household linens including, at a minimum, a pillow, a pillowcase, two sheets, blankets, a bedspread, towels and washcloths;
- household supplies and equipment including soap and toilet tissue.



EXHIBIT I.A.4.

**EXHIBIT**

**I.A.4. Furnishings and Appliances Provided By You**

Residents are permitted to bring the items below.

(Check all that apply)

- |                                                         |                                                       |
|---------------------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> a. bed                         | <input type="checkbox"/> k. dishes, glasses, utensils |
| <input type="checkbox"/> b. nightstand                  | <input type="checkbox"/> l. table                     |
| <input type="checkbox"/> c. chest of drawers            | <input type="checkbox"/> m. toilet tissue, soap       |
| <input type="checkbox"/> d. lamp (1 or 2)               | <input type="checkbox"/> n. other _____               |
| <input type="checkbox"/> e. easy chair                  |                                                       |
| <input type="checkbox"/> f. bed linens/pillow/bedspread |                                                       |
| <input type="checkbox"/> g. bath linens                 |                                                       |
| <input type="checkbox"/> h. non-skid bath mat           |                                                       |
| <input type="checkbox"/> i. shower curtain              |                                                       |
| <input type="checkbox"/> j. wastebasket                 |                                                       |



EXHIBIT I.C.

## EXHIBIT I.C. Additional Services/Amenities Available

The following services, supplies or amenities are available from the Community directly or through arrangements with the Community for the following additional charges which will be reflected in your monthly invoice after the service is provided:

| ITEM                                                                                                                                    | Paid for By |          |
|-----------------------------------------------------------------------------------------------------------------------------------------|-------------|----------|
|                                                                                                                                         | COMMUNITY   | RESIDENT |
| Clothing Purchase & Repairs                                                                                                             |             | X        |
| Activities Supplies                                                                                                                     | X           |          |
| Additional Linen - No Charge                                                                                                            | X           |          |
| Additional Laundry - No Charge                                                                                                          | X           |          |
| Personal Toiletries                                                                                                                     |             | X        |
| Replacement Door Key \$ 7.00                                                                                                            |             | X        |
| Guest Dining with notice - No Charge                                                                                                    | X           |          |
| Catering – Prices quoted upon request                                                                                                   |             | X        |
| Overnight Guest with notice – No Charge                                                                                                 | X           |          |
| Telephone Service & Long-Distance Calls                                                                                                 |             | X        |
| Transportation to appointments (Local) provided by facility M & W- between the hours of 9 AM and 5 PM with 24 hours' notice – No Charge | X           |          |
| Salon Services                                                                                                                          |             | X        |
| Basic Service cable TV and internet – No Charge                                                                                         | X           |          |
| PRN Injections – No Charge                                                                                                              | X           |          |



## **EXHIBIT I.D. Licensure/Certification Status of Providers**

Currently there are no providers offering home care or personal care services under any arrangement with Peregrine's Landing, LLC. 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

### II. Disclosure Statement

The Operator, ("Peregrine's Landing, LLC.") as operator of Peregrine's Landing Senior Community ("the Residence") hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D-1 of this Agreement.
2. Peregrine's Landing, LLC. is licensed by the New York State Department of Health to operate at 575 Cayuga Creek Road, Cheektowaga, NY 14227 an Assisted Living Residence as well as an Enriched Housing Program.

Peregrine's Landing, LLC. is also certified to operate at this location an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residency. These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.



## EXHIBIT II

Peregrine's Landing, LLC. is currently approved to provide:

- a. Enhanced Assisted Living services for up to a maximum of 25 persons.
- b. Special Needs Assisted Living services for up to a maximum of 22 persons.

Peregrine's Landing, LLC. will post prominently in the Residence, monthly, the then-current number of vacancies under its Enhanced Assisted Living Services and Special Needs Assisted Living programs.

It is important to note that Peregrine's Landing, LLC. is currently approved to accommodate within The Enhanced Assisted Living and Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Enhanced Assisted Living Services, or Special Needs Assisted Living Services, and one of those units is available, you will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living program. If, however, such units are at capacity and there are no vacancies, Peregrine's Landing, LLC. will assist You and Your representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements. If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your apartment within the Residence.

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

Peregrine's Landing, LLC.  
575 Cayuga Creek Road  
Cheektowaga, NY 14227.



## EXHIBIT II

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

Mark Farchione  
c/o Peregrine Health Management Company  
217 Montgomery St. Syracuse, NY 13202

4. The Operator of the Residence is:

Peregrine's Landing, LLC  
c/o Peregrine Health Management Company  
217 Montgomery St. Syracuse, NY 13202

The following individual is authorized to accept personal service on behalf of Peregrine's Landing, LLC.:

Mark Farchione  
c/o Peregrine Health Management Company,  
217 Montgomery St. Syracuse, NY 13202

5. List any ownership interest more than 10% on the part of Peregrine's Landing, LLC. (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Residence: NONE
6. List any ownership interest more than 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of The Residence, in Peregrine's Landing, LLC.: NONE
7. Peregrine's Landing, LLC. fully supports the resident's right to choose to receive services from service providers with whom Peregrine's Landing, LLC. does not have an arrangement.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.





## EXHIBIT II

9. Public funds may be available for payment of residential, supportive or home care services, including, but not limited to, Medicare coverage of home health services.
10. The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator or regarding Home Care Services is 866-893-6772.
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. Christian Reiter, 716-878-2385: is the Local LTCOP telephone number. The NYSLTCOP web site is [www.ltombudsman.ny.gov](http://www.ltombudsman.ny.gov)



## **Exhibit III.A**

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

There are no Tiered Fee Arrangements



## **Exhibit III.B**

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

Peregrine's Landing, LLC. charges a one-time Community Fee of \$2500.00. The Fee must be paid upon signing this agreement. The Community Fee is entirely refundable if Resident does not move into the Residence. Once the resident is admitted to the Residence the Fee is non-refundable. Resident may choose whether to accept the Community Fee as a condition of the residency in the Residence or reject the Community Fee and thereby reject residency at the Residence.



## Exhibit III.C

### Exhibit

## III.C. Rate or Fee Schedule

### I. Assisted Living Residence (ALR)

The ALR Basic Services Package includes the Basic Services listed below and is charged as a flat monthly rate depending upon the apartment style selected. The Residence recognizes that each resident is unique and has different needs. The basic monthly fee may be reduced by the rates indicated in Section A. below, if those services in the basic package are not needed. If additional services are desired, they can be included in the contract at the fees identified in Section B below. Residents requiring services above and beyond the retention standards of the ALR regulations may be considered for the EALR.

#### A. Basic Services

##### Apartment Style Chosen (Check applicable) Basic Monthly Rate

|                                                                  |                  |
|------------------------------------------------------------------|------------------|
| <input type="checkbox"/> Studio                                  | \$6815.00 and up |
| <input type="checkbox"/> One Bedroom                             | \$7655.00 and up |
| <input type="checkbox"/> Second person monthly fee if applicable | \$2000.00        |
| <input type="checkbox"/> Enhanced                                | \$1800.00        |

##### **Includes:**

- Three nutritionally balanced meals a day plus one evening snack
- Weekly housekeeping
- Linen service twice per week
- Laundry service – two (2) days per week or as needed
- Scheduled transportation to medical appointments within 10 miles Mondays and Wednesdays only
- Recreational, social, cultural, and educational programs
- Cueing and/or Assistance with bathing up to two (2) showers per week or as needed
- Cueing and/or Assistance with dressing and grooming – Basic (15 Min/AM, 15 Min/PM)
- Case Management
- Medication Management

#### B. Additional Medication Service Fees (Check all applicable)

|                                                                     |                    |
|---------------------------------------------------------------------|--------------------|
| <input type="checkbox"/> Glucose Monitor                            | <b>\$50/month</b>  |
| <input type="checkbox"/> Insulin injections with Glucose Monitoring | <b>\$250/month</b> |



**Exhibit III.C (cont'd)**

**C. Additional Personal Service Fees**

**(Check if applicable and enter the number of additional service you desire)**

- |                                                                                                     |                                 |
|-----------------------------------------------------------------------------------------------------|---------------------------------|
| <input type="checkbox"/> Additional daily assist with dressing and grooming<br>More than 30 min/day | <b>\$ 400 / month</b>           |
| <input type="checkbox"/> ____ additional shower(s) each week at <u>\$20/shower</u>                  | <b>Totaling \$ ____ / month</b> |
| <input type="checkbox"/> ____ additional housekeeping(s) each week at <u>\$20/cleaning</u>          | <b>Totaling \$ ____ / month</b> |
| <input type="checkbox"/> ____ additional laundry load(s) each week at <u>\$15/load</u>              | <b>Totaling \$ ____ / month</b> |

**D. Total ALR Monthly Costs:**

Basic Rate (1-A above): \$ \_\_\_\_ / month

Less Total Reductions (1-B above) **(-)** \$ \_\_\_\_ / month

Plus, additional medication services (1-C above) **(+)** \$ \_\_\_\_ / month

Plus, additional personal services (1-D above) **(+)** \$ \_\_\_\_ / month

**TOTAL CHARGES for ALR PROGRAM** \$ \_\_\_\_ / month

We, the undersigned, acknowledge and agree to the foregoing monthly Assisted Living Residence charges:

\_\_\_\_\_  
Dated (Signature of Resident)

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

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

\_\_\_\_\_  
Dated (Signature of Operator or Peregrine's Landing, LLC.'s Representative)



## Exhibit III.C (cont'd)

### II. Special Needs Assisted Living Residence (SNALR)

The SNALR Basic Package includes the Basic Services listed below and is charged as a flat monthly rate depending upon the apartment style selected. If additional services are desired, they can be included in the contract at the fees identified in Section B below.

#### A. Basic Services

| <u>Apartment Style</u> | <u>Basic Monthly Fee</u> |
|------------------------|--------------------------|
| Efficiency Studio      | \$9375.00                |
| Small Companion Suite  | \$8270.00                |
| Large Companion Suite  | \$8820.00                |
| Large Private          | \$11,135.00              |

#### Includes:

- Three nutritionally balanced meals a day plus one evening snack
- Weekly housekeeping
- Daily room tidy
- Linen service twice per week
- Laundry service twice per week or as needed
- Recreational, social, cultural, and educational programs
- Assistance with bathing and showering twice per week or as needed
- Assistance with dressing and grooming
- Medication Management
- Case Management

#### B. Additional Medication Service Fees

(Check all applicable)

- |                                                                     |                    |
|---------------------------------------------------------------------|--------------------|
| <input type="checkbox"/> Glucose Monitor                            | <b>\$50/month</b>  |
| <input type="checkbox"/> Insulin injections with Glucose Monitoring | <b>\$250/month</b> |

#### C. Additional Personal Service Fees

(Check if applicable and enter the number of additional service you desire)

- |                                                                                            |                                 |
|--------------------------------------------------------------------------------------------|---------------------------------|
| <input type="checkbox"/> ____ additional shower(s) each week at <u>\$25/shower</u>         | <b>Totaling \$ ____ / month</b> |
| <input type="checkbox"/> ____ additional housekeeping(s) each week at <u>\$15/cleaning</u> | <b>Totaling \$ ____ / month</b> |
| <input type="checkbox"/> ____ additional laundry load(s) each week at <u>\$15/load</u>     | <b>Totaling \$ ____ / month</b> |
| <input type="checkbox"/> Incontinence care                                                 | <b>\$ 200 /month</b>            |



**Exhibit III.C (cont'd)**

**(SNALR Rates Continued)**

**D. Total SNALR Monthly Costs:**

|                                                  |                  |
|--------------------------------------------------|------------------|
| Basic Rate (2-A above):                          | \$ _____ / month |
| Plus, additional medication services (2-B above) | \$ _____ / month |
| Plus, additional personal services (2-C above)   | \$ _____ / month |

**TOTAL CHARGES for SNALR PROGRAM** \$ \_\_\_\_\_ / **month**

We, the undersigned, acknowledge and agree to the foregoing monthly Special Needs Assisted Living Residence charges:

|                |                                  |
|----------------|----------------------------------|
| _____<br>Dated | _____<br>(Signature of Resident) |
|----------------|----------------------------------|

|                |                                                   |
|----------------|---------------------------------------------------|
| _____<br>Dated | _____<br>(Signature of Resident's Representative) |
|----------------|---------------------------------------------------|

|                |                                                         |
|----------------|---------------------------------------------------------|
| _____<br>Dated | _____<br>(Signature of Resident's Legal Representative) |
|----------------|---------------------------------------------------------|

|                |                                                                                |
|----------------|--------------------------------------------------------------------------------|
| _____<br>Dated | _____<br>(Signature of Operator or Peregrine's Landing, LLC.'s Representative) |
|----------------|--------------------------------------------------------------------------------|



## **Exhibit III.C (cont'd)**

### **III. Enhanced Assisted Living Residence (EALR)**

In addition to receiving the Assisted Living Residence services identified in Subsection I of this EXHIBIT III (C) or the Special Needs Assisted Living Residence services identified in Subsection II of this EXHIBIT III (C), the Enhanced Assisted Living Resident will receive Enhanced Assisted Living Residence Services.

#### **A. Enhanced Assisted Living Residence Services Rate:**

Peregrine's Landing, LLC. charges \$1800.00 month for enhanced services. Enhanced services rendered less than 30 days will be charged and a prorated refund will be reflected in your next statement.

The Enhanced Assisted Living Service Fee is an additional fee above the applicable total charges for the Assisted Living Residency Program or the total charges for the Special Needs Assisted Living Residency Program if applicable.

The Enhanced Assisted Living Residence Fee applies for Enhanced Assisted Living Residence Services provided to You under the terms of an Enhanced Assisted Living Residence Addendum to Residency Agreement.

#### **Enhanced Assisted Living (EALR) Services includes one or more of the following:**

- ☐ one-person physical assistance with transferring;
- ☐ one-person physical assistance with walking/mobility;
- ☐ physical assistance with climbing or descending stairs;
- ☐ assistance with medical equipment to include oxygen, continuous positive air pressure machine (C-PAP), ostomy and catheter;
- ☐ assistance with non-sterile clean bandage;
- ☐ full assistance with bathing (up to twice weekly);
- ☐ full assistance with dressing and grooming; and
- ☐ toileting and hygiene support with incontinence as necessary.





### Exhibit III.C (cont'd)

#### (EALR Rates Continued)

#### B. Total EALR Monthly Costs:

Total Charges for the Assisted Living Residence Program \$ \_\_\_\_\_ / month

Total Charges for the Special Needs Assisted Living Residence Program \$ \_\_\_\_\_ / month

Total Charges for the Enhanced Assisted Living Residency services \$1800.00/ month

**TOTAL CHARGES for EALR PROGRAM \$ \_\_\_\_\_ / month**

We, the undersigned, acknowledge and agree to the foregoing monthly Enhanced Assisted Living Residence charges:

\_\_\_\_\_  
Dated

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

\_\_\_\_\_  
Dated

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

\_\_\_\_\_  
Dated

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

\_\_\_\_\_  
Dated

\_\_\_\_\_  
(Signature of Operator or Peregrine's Landing, LLC.'s Representative)

**EXHIBIT**

**V. Transfer of Funds or Property to Peregrine's Landing, LLC**

Listed below are items you wish to voluntarily transfer (i.e. money, property or things of value) to Peregrine's Landing, LLC. upon admission or at any time.

Items given to be transferred:

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

This listing shall include any agreements made by third parties for Your benefit.

## **EXHIBIT**

### **VI. Property/Items Held By Peregrine's Landing, LLC. for You**

A NYS form is provided for listing all resident's property held by Peregrine's Landing, LLC. Attached Form DSS-3027.

**EXHIBIT  
XI. House Rules**

**Peregrine's Landing Senior Community  
Assisted Living Residency**

**Staff Directory**

**Title**

|                              |                       |
|------------------------------|-----------------------|
| Administrator                | Sherry Daly, RN       |
| Business Office Director     | Jeff Janusz           |
| Resident Care Director       | Mary Beth Ennis, LPN  |
| Case Manager                 | Jennifer Shields, BSW |
| Director of Dining Services  | Cynthia Richert       |
| Director of Maintenance      | Jeff Rotunda          |
| Director of Activities       | Becca Shoemaker       |
| Community Relations Director | Vickie Eberth         |

## Dining Services

Each dining period provides a resident with a one-hour range of time to be seated and order from the menu. The dining staff will seat you at your table of choice. The dining room hours are listed below:

**Breakfast**      **1<sup>st</sup> Seating 7:30 a.m. 2<sup>nd</sup> Seating 8:30am**

**Lunch**          **1<sup>st</sup> Seating 11:30 a.m. 2<sup>nd</sup> Seating 12:30pm**

**Dinner**          **1<sup>st</sup> Seating 4:30 p.m. 2<sup>nd</sup> Seating 5:30pm**

**Evening Snack – 7:30 – 9:00 p.m.-Staff can provide as necessary**

Other food items are available for any in-between-meal snacks or drinks. They are in the activity room (1<sup>st</sup> floor) and are accessible 24 hours a day.

## Dining Guests

Guests are welcome to dine with you in our dining room.

- We would request as much notice as possible. For large parties, notice is required. (Please contact the Dining Director at extension 115)
- A guest meal will be charged to your account once you have signed the dining authorization form.
- Dining charges for guest meals: Breakfast - \$3.00  
Lunch - \$7.00  
Dinner - \$5.00

Peregrine's Landing Senior Community is happy to cater any family event and set your party up in one of our social area. Please contact the Dietary Director at extension 115 to discuss options.

## Prescribed Diets

All diets and menus are approved by our Dietician and meet current nutritional requirements.

The following diets are available and are provided per your doctor's order:

- Regular
- Regular with Diet Desert
- Finger Food
- Consistency as Tolerated
- Your doctor has determined whether you will self-monitor your diet or you will require assistance to monitor your diet. If you are receiving assistance to monitor your diet, a menu specific to your prescribed diet will be provided at each meal.
- Consumption of food and fluids will be charted for each meal.

Your doctor has prescribed your diet specifically for you based on your nutritional and health requirements. We kindly ask that you follow your diet and if you have any questions or concerns, please contact our Resident Services Department.

## **APARTMENT ITEMS (Electrical & Miscellaneous Appliances)**

Peregrine's Landing Senior Community is a licensed Enriched Living community and operates within the regulations required by the New York State Department of Health. Please review the following information:

### **All apartments may utilize the following items:**

- ♦ Power strip (use 4 of the 6 outlets on the strip-one per room)
- ♦ Lamp(s), television(s), radio/stereo(s)
- ♦ Microwave oven and refrigerator/freezer
- ♦ Coffee maker-automatic shut-off required
- ♦ Portable hair dryer, electric toothbrush
- ♦ Bed Rail-half rail-however a doctor's order is required to be on file in the resident's chart.

### **The following are prohibited:**

- ♦ Extension cord, multiple adapter, 3-way plug
- ♦ Electric space heater
- ♦ Candles and potpourri burner
- ♦ Hot pot, toaster and toaster oven
- ♦ Iron
- ♦ Electric Blankets

**All electrical items, i.e. lamps, fans, power strips, coffee maker, hair dryer, and/or any other electrical item will require inspection by the maintenance department prior to usage.**

The NYS Department of Health conducts regular inspections of all state licensed adult care facilities communities, which also includes residents' apartments. Violations and fines may be imposed upon any community that is not compliant with the regulations. Your cooperation in helping us to maintain our compliancy is appreciated.

If we can be of assistance in suggesting alternative items to assist you, please contact the Director or Maintenance Director.

## **Housekeeping**

All residents are requested to keep their apartments neat and free from clutter.

Housekeeping staff will provide the following daily services:

- Empty trash and clean any necessary areas in the apartment.

Weekly, you will receive scheduled housekeeping services such as dusting, vacuuming and general cleaning in the following areas:

- Bedroom, living room, bathroom.
- Tea kitchen – microwave and refrigerator.
- Refrigerator maintained by resident care managers.

## **Telephone**

- Verizon Services provides the telephone services. Residents must set up the service with Verizon and Verizon will send monthly statements directly to the resident and/or their responsible party.
- You are also free to set up service with an alternative carrier
- Long distance telephone service is available through your local carrier.
- Please contact them and make arrangements prior to move-in day.
- A telephone is provided in each apartment, hook-ups are available in the bedroom and living room. For Studio apartments there is one jack located near the kitchen area.

In the event the resident chooses not to have phone service in their apartment, Peregrine's Landing Senior Community will allow telephone use of its services during business office hours. Please contact the business office to arrange for such an accommodation.

## **Television**

- Each apartment is wired for cable access and residents are required to provide their own television.
- Basic cable is provided free of charge along with internet services for computer use.
- Cable customization charges (i.e. digital, HBO, Cinemax) are the resident's responsibility.

## Transportation

1. Transportation (Local) provided by facility M and W between the hours of 9 AM and 4PM with 48 hours' notice
2. Chargeable personal transportation when available - Fee only for out of the local area (over a 10-mile radius) \$10.00/hour + cents per mile based on IRS mileage rate.
3. A \$25.00 cancelation fee may apply without 24 hour notice

**All transportation requests require advance scheduling of at least one day prior to the appointment. The resident care department will work with the Activity Director to schedule all transportation requests.**

## Resident Safety

Your safety is always a priority. The front lobby doors will be locked every evening at 8:00 p.m. and unlocked at 9:00 a.m. Please remember to:

- Sign the in/out registry in the front lobby when exiting the building and upon your return.
- Use your swipe card to obtain entry through the front lobby doors or back center entrance.

OR

- Ring the door bell and the staff supervisor will assist you. The supervisor will then provide access to enter through the front doors.
- The swipe card and staff supervisor will be available 24/7 for re-entry into the facility.



## Medications

The New York State Department of Health requires all medications to be accompanied by a written doctor's order prescribing the dosage and frequency. A doctor's order is required for the following:

- prescribed medications.
- all over-the-counter medications.
- medicated creams and eye drops.
- vitamins, minerals and herbs.

## Medication Assistance

- Trained medication staff will bring your medications to your apartment. If you are not in your apartment at that time, our staff will locate you to be certain that you do not miss your medication.
- Most medications are taken one, two or three times per day. A standard medication schedule is listed below:

8:00 - 9:00 AM  
11:30 -12:30 PM  
5:00 – 6:00 PM  
8:00 – 9:00 PM

- Certain medications are required before meals or after meals and/or throughout the nighttime hours. These medications will be brought to your apartment at the required time.
- **If your doctor has determined that you may self-medicate, all medication must be kept in your apartment in a secure place. Peregrine's Landing Senior Community provides you with a secure lock box for any narcotics or if you share a room with a spouse or relative. All medications must have a physician's order to accompany it and be stored in a secure area of the apartment. (The New York State Department of Health requests that medications be secured always.)**
- If you self medicate a trained medication attendant will come to meet with you monthly and review your medication schedule and complete our self-medication assessment.

## **Packed Medications**

- If you will be out of the building for a period and you would miss your medication, we can pack your medication to take with you.
- Packing medications is time-consuming and we kindly request that you notify the Resident Services Office in advance with the date and time of your expected departure.

## **Doctor Preference and Appointments**

- Two choices are available to you when selecting your physician. You may retain your own doctor or choose Mobile Primary Care a medical group consisting of a Physician and Nurse Practitioners who will provide convenient on-site services by appointment. These are at the resident's option.
- Mobile Primary Care will visit our community at minimum monthly and on an as-needed basis by appointment. If you decide to and select Mobile Primary Care, please contact the staff at the Resident Care office and they will schedule an appointment for you. These are at the resident's option.
- Dr. Gutsin is our community's podiatrist available on a regular basis by appointment. At your option you can schedule an appointment by contacting the staff in the Resident Services Office.
- Quest Diagnostic Laboratories will provide lab service in the privacy of your apartment, should your physician order lab tests. This is at the resident's option.
- If you have an appointment to see your own doctor or doctor(s), please stop at the Resident Care Office to obtain a medical consultation form so your doctor can inform us in writing of any changes that have occurred or medications that have been changed. This is at the resident's option.
- The medical consult is a tool used to provide communication from your medical provider to us. It is essential that this tool be returned to the Wellness Room to ensure appropriate communication. This is at the resident's option.

## **XV Resident Rights and Responsibilities**

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

- (a) Every resident's participation in assisted living shall be voluntary, and prospective residents shall be provided with sufficient information regarding the residence to make an informed choice regarding participation and acceptance of services;
- (b) Every resident's civil and religious liberties, including the right to independent personal decisions and knowledge of available choices, shall not be infringed;
- (c) Every resident shall have the right to have private communications and consultation with his or her physician, Attorney, and any other person;
- (d) Every resident, resident's representative and resident's legal representative, if any, shall have the right to present grievances on behalf of himself or herself or others, to the residence's staff, administrator or assisted living operator, to governmental officials, to long term care ombudsmen or to any other person without fear of reprisal, and to join with other residents or individuals within or outside of the residence to work for improvements in resident care;
- (e) Every resident shall have the right to manage his or her own financial affairs;
- (f) Every resident shall have the right to have privacy in treatment and in caring for personal needs;
- (g) Every resident shall have the right to confidentiality in the treatment of personal, social, financial and medical records, and security in storing personal possessions;
- (h) Every resident shall have the right to receive courteous, fair and respectful care and treatment and a written statement of the services provided by the residence, including those required to be offered on an as-needed basis;
- (i) Every resident shall have the right to receive or to send personal mail or any other correspondence without interception or interference by Peregrine's Landing, LLC. or any person affiliated with Operator;
- (j) Every resident shall have the right not to be coerced or required to perform work of staff members or contractual work;
- (k) Every resident shall have the right to have security for any personal possessions if stored by Peregrine's Landing, LLC.;



#### EXHIBIT XV

- (l) Every resident shall have the right to receive adequate and appropriate assistance with activities of daily living, to be fully informed of their medical condition and proposed treatment, unless medically contraindicated, and to refuse medication, treatment or services after being fully informed of the consequences of such actions, provided that Peregrine's Landing, LLC. shall not be held liable or penalized for complying with the refusal of such medication, treatment or services by a resident who has been fully informed of the consequences of such refusal;
- (m) Every resident and visitor shall have the responsibility to obey all reasonable regulations of the residence and to respect the personal rights and private property of the other residents;
- (n) Every resident shall have the right to include their signed and witnessed version of the events leading to an accident or incident involving such resident in any report of such accident or incident;
- (o) Every resident shall have the right to receive visits from family members and other adults of the resident's choosing without interference from the assisted living residence;
- (p) Every Resident shall have the right to written notice of any fee increase not less than forty-five days prior to the proposed effective date of the fee increase; provided, however, providing additional services to a Resident shall not be considered a fee increase pursuant to this paragraph: and.
- (q) Every resident of an assisted living residence that is also certified to provide enhanced assisted living and/or special needs assisted living shall have a right to be informed by Peregrine's Landing, LLC., by a conspicuous posting in the residence, on at least a monthly basis, of the then-current vacancies available, if any, under Peregrine's Landing, LLC.'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.

## **XVI Resident Grievances and Recommendations**

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

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

1. Resident and/or resident's representative should discuss the complaint with a staff person.
2. If unable to resolve the grievance with a staff person, the resident and/or their representative should request to speak with a supervisor.
3. If unable to resolve the grievance with step two, the resident and/or their representative should request to speak with the Administrator or designee. The Administrator or designee's hours of work are Monday through Friday 9:00 a.m. to 5:00 p.m., and their office is located in the administration area by the front lobby.

If the Administrator or designee is not in the building or is not available, the grievance can then be submitted in writing to the Administrator or designee. The Administrator or designee shall respond within three (3) days of receipt of the complaint by contacting the resident and/or representative to meet at a mutually agreed time to discuss the complaint. After the complaint has been addressed, the Administrator, or designee, will then state, in writing, the outcome of the meeting and submit directly to the resident and/or representative.

4. If unable to resolve the grievance with step three, the written grievance and the written response by the Administrator or designee shall be forwarded to the Director of Operations for Peregrine. The Director of Operations shall respond within seven (7) days of the receipt of the complaint.
5. If the grievance cannot be resolved and no resolution is apparent, the grievance may then be filed with the local ombudsman. A Residence representative shall assist the resident and/or representative in forwarding the written grievance to the appropriate address and contact person.
6. If at any time a resident wishes to submit their grievance or recommendation to Peregrines Landing Senior Community but wishes to remain anonymous, they may drop their written Grievance/Complaint information or form into the Peregrine Health Management suggestion box located in the front of the building. (Forms are available in the front lobby.) All anonymous grievances and/or recommendations submitted to the suggestion box, will be addressed and discussed at the monthly Resident Council Meeting as will all resolutions or actions taken pertaining to anonymous grievances and/or recommendations.



7. The monthly Resident Council Meeting will act as the catalyst for residents to openly participate in planning for changes and/or improvements in the operation of Peregrine's Landing Senior Community.
8. For the communities that focus on specifically dementia residents, a family council meeting will be established so representatives can communicate concerns and issues.
9. Submissions of grievances and/or recommendations will be kept confidential including the identification of staff to whom grievances and recommendations have been made.

**EXHIBIT**

**XVII Grievance/Complaint Form**

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

Nature of Complaint \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

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

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

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

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



## Assisted Living Residence Agreement

### **XIX: SNALR Addendum to Residency Agreement**

This is an addendum to a Residency Agreement made between Peregrine's Landing, LLC (the "Operator"), \_\_\_\_\_, (the "Resident" or "You"),  
\_\_\_\_\_(the "Resident's Representative"),  
\_\_\_\_\_, (the "Resident's Legal Representative" , if any). Such  
Residency Agreement is dated \_\_\_\_\_.

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

#### **I. Special Needs Assisted Living Certification.**

Peregrine's Landing, LLC. is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at: Peregrine's Landing Senior Living Community located at 575 Cayuga Creek Rd Cheektowaga, NY 14227

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

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





## Assisted Living Residence Agreement

### SNALR Addendum to Residency Agreement (continued)

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

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

1. Specialized services to be provided in the Special Needs Residence;
2. Staffing levels
3. Staff education and training and work experience, and professional affiliations or special characteristics relevant to serving persons with specific special needs;
4. Any environmental modifications that have been made to protect the health, safety and welfare of Residents.

#### **IV. Addendum Agreement Authorization.**

We, the undersigned, have read this Special Needs Assisted Living Residence Addendum to the Residency Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein and at the Total Monthly Rate of: \$ \_\_\_\_\_ / month. as established in Exhibit III(C) of this Agreement

Dated: \_\_\_\_\_  
(Signature of Resident)

Dated: \_\_\_\_\_  
(Signature of Resident's Representative)

Dated: \_\_\_\_\_  
(Signature of Resident's Legal Representative)

Dated: \_\_\_\_\_  
(Signature of Operator or Operator's Representative)



## **Assisted Living Residence Agreement**

### **EXHIBIT SN #1**

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

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

Our Special Needs Assisted Living Residence serves seniors with memory loss who have been diagnosed with Alzheimer's Disease or related dementias. The specialized services available in this community include:

#### **A. Resident Services**

- a. 24 hr. supervision
- b. Secured environment
- c. Three nutritionally balanced meals a day
- d. Weekly housekeeping
- e. Weekly laundry service
- f. Scheduled transportation to medical appointments within 10 miles
- g. Assistance with bathing and showering twice per week
- h. Assistance with dressing and grooming
- i. Medication Management
- j. Case Management

Additional supervision and support, as needed, with activities of daily living, including:

- bathing as needed but no less than two times per week;
- cuing, reminders, or full support with dressing and grooming;
- scheduled toileting and support with urinary incontinence, as necessary; and
- cuing and encouragement with eating, and provision of finger foods, as appropriate.



## **Assisted Living Residence Agreement**

### **B. Activities**

Daily recreational, social, cultural, and educational programs focusing on residents with special needs related to Alzheimer's disease or another form of dementia, including:

- activities designed to stimulate residents throughout the day, including evenings and weekends;
- activities designed to accommodate a shorter attention span;
- varied activities as well as structured, re-occurring activities; and
- varied activities individualized to the specific needs and interests of each resident.

### **C. Dining Services**

Dining hours will be standardized (but snacks and light menu items will be available 24 hours per day as needed.

- Finger foods will be provided on an as needed basis;
- Consistency as Tolerated (CAT) diets will be accommodated;
- Pureed diets will be considered on an individualized basis; and
- Dietitian will be consulted as indicated by resident's need.

### **D. Staffing Levels (Based on full occupancy -22 residents)**

1. Dementia Care Coordinator 5 days;
2. LPN: one LPN staffed on the day and evening shifts seven days a week;
3. Med Aide: one Med Aide staffed 24 hrs./day 7 days;
4. 2 RCA 24 hrs./day 7 days; and
5. 1 Team Leader 10PM – 6 AM, 7 days/wk. (shift Supervisor).

### **E. Staff Education, Training and Experience**

- Memory Care Coordinator- A Licensed Practical Nurse/Med Tech with experience in caring for older adults and supervising resident services staff who provide support to residents to complete the residents Activities of Daily Living (ADL). The Resident Care Director provides additional staff training through monthly in-service sessions.
- LPN Supervisor/MED Tech Staff- Completes 40 hours of training which includes medication procedure and protocol specific to the Assisted Living and Enhanced Level of care, supervisory duties, and overall resident care training, which is specific to caring for an older adult population. (An LPN Supervisor will be on premises for consultation 6 a.m. to 10 p.m. each day.)



## **Assisted Living Residence Agreement**

- Shift Supervisor Staff (Team Leader)- Completes 40 hours of training which includes medication procedure and protocol specific to the Assisted Living and Enhanced Level of care, supervisory duties, and overall resident care training, which is specific to caring for an older adult population including persons with Dementia.
- Resident Care Assistant Staff - Complete 40 hours of training specific to caring for an older adult population residing in an Assisted/Enhanced /Special Needs Level of Care.

### **F. Environmental Modifications**

To protect the health, safety and welfare of all residents, Peregrine's Landing, LLC. provides the following:

- Keypad controlled access and exit from the memory care community.
- All commons areas provide self-contained space separate from the rest of the The Residence building.
- All paths of egress from The Residence's Special Needs Assisted Living Residence are equipped with delayed-alarmed egress approved by the NYS Department of Health to provide unimpeded emergency exit while maintaining a safe environment.
- Fire extinguisher cabinets placed in common areas are equipped with alarms to deter unauthorized access.
- Building thermostats are covered and locked to prevent resident access.
- An enclosed courtyard is available for outside activities
- All windows in the common areas and apartments are equipped with a mechanism to limit window openings to a maximum of four (4) inches to prevent elopement and accidental falls, while also allowing for emergency egress when needed.



## EALR Addendum to Residence Agreement

### **XIX: EALR Addendum to Residency Agreement**

This is an addendum to a Residency Agreement previously made between Peregrine's Landing, LLC (the "Operator"), \_\_\_\_\_, (the "Resident or You"), \_\_\_\_\_, (the "Resident's Representative"), and \_\_\_\_\_, (the "Resident's Legal Representative", if any). Such Residency Agreement is dated \_\_\_\_\_.

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

#### **I. Enhanced Assisted Living Certificates**

Peregrine's Landing, LLC. is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at: Peregrine's Landing Senior Living Community located at

575 Cayuga Creek Rd Cheektowaga, NY 14227

#### **II. Physician Report**

You have submitted to Peregrine's Landing, LLC. a written report from Your physician which states that:

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



## EALR Addendum to Residence Agreement

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

You have requested to become a Resident at this Enhanced Assisted Living Residence, (the “Residence”) and Peregrine’s Landing, LLC. has accepted Your request.

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

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

1. Specialized services to be provided in the Enhanced Assisted Living Residence
2. Staffing levels;
3. Staff education and training work experience and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence;
4. Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Residence and

### **V. Aging in Place**

Peregrine's Landing, LLC. has notified You that while Peregrine’s Landing, LLC. will make reasonable efforts to facilitate Your ability to age in place according to Your Individualized Service Plan, there may be a point reached where Your needs cannot be safely or appropriately met at the Residence: If this occurs, Peregrine’s Landing, LLC. will communicate with You regarding the need to relocate to a more appropriate setting, in accordance with law.



EALR Addendum to Residence Agreement

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

If You reach the point where You need 24-hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, Peregrine's Landing, LLC. will initiate proceedings for the termination of this Agreement and to discharge You from residency, UNLESS each of the following conditions are met:

- a. You hire appropriate nursing, medical or hospice staff to care for Your increased needs; AND**
- b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, you can be safely cared for in the Residence, and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32; AND**
- c. Peregrine's Landing, LLC. agrees to retain You as Resident and to coordinate the care provided by Peregrine's Landing, LLC. and the additional nursing, medical or hospice staff; AND**
- d. You are otherwise eligible to reside at the Residence.**



## EALR Addendum to Residence Agreement

### VII. **Addendum Agreement Authorization**

We, the undersigned, have read this Enhanced Assisted Living Residence Addendum to the Residency Agreement, have received a duplicate copy thereof, agree to abide by the terms and conditions therein and at the Total Monthly Rate of : \$ \_\_\_\_\_ / month as established in Exhibit III(C) of this Agreement.

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

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

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

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



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

**EXHIBIT EALR #1**

**Resident Services**

The specialized services available in this community include:

- one-person physical assistance with transferring;
- one-person physical assistance with walking/mobility;
- physical assistance with climbing or descending stairs;
- assistance with medical equipment to include oxygen, continuous positive air pressure machine (C-PAP), ostomy and catheter;
- assistance with non-sterile clean bandage;
- full assistance with bathing (up to twice weekly);
- full assistance with dressing and grooming; and
- toileting and hygiene support with incontinence as necessary.

Resident will be accepting of staff support and care provided, as stated on their Individual Service Plan (ISP).

**Amedisys Home Health Agency**

Peregrine's Landing holds a formal agreement with Amedisys, a certified home health agency for providing 24-hour RN availability for consultation. When Peregrine's Landing, LLC. determines a resident is eligible for Enhanced Care Services, the Resident and/or Resident Representative will be required to sign a Release of Information form to authorize Peregrine's Landing, LLC. to provide health information to Amedisys. Once the release of information form is complete, Peregrine's Landing, LLC. will notify Amedisys of the Resident's needs and provide to Amedisys the following resident information:

- Physician's Medical Evaluation- DOH -3122 form;
- Mental Health Evaluation (if one has been completed);
- Individual Service Plan (ISP); and
- Any other information provided from the PCP or MD Specialist.

### **Activities**

Provision of daily activities developed specifically for residents with enhanced needs including:

- activities designed to stimulate residents throughout the day, including weekends;
- varied activities as well as structured, re-occurring activities; and
- varied activities individualized to the specific needs and interests of each resident.

### **Dining Services**

- a. Dining services will be provided in Community dining room three (3) times per day, seven (7) days per week;
- b. Nutritious snacks will be available 24 hours per day as needed;
- c. Consistency as Tolerated (CAT) diets and Pureed diets will be available and considered on an individualized basis per physician's order; and
- d. Finger foods will be provided on an as needed basis.

### **Enhanced Staffing Levels**

Peregrine's Landing, LLC. provides 24 hours staffing which includes:

- a. a nurse/supervisor;
- b. medication assistants to provides medication management; and
- c. resident care aides to provide assistance with Activities of Daily Living.

Adjustments in staffing levels are made as needed to meet the needs of the resident.

### **Staff Education, Training and Experience**

- Director of Resident Care- A Licensed Practical Nurse with experience in caring for older adults and supervising resident services staff who provide support to residents to complete the residents' Activities of Daily Living (ADL). The Nurse Manager provides additional staff training through monthly in-service sessions.
- LPN Supervisor Staff- Completes 40 hours of training which includes medication procedure and protocol specific to the Assisted Living and Enhanced Level of care, supervisory duties, and overall resident care training, which is specific to caring for a



#### EALR Exhibit #1

an older adult population. (An LPN Supervisor will be on premises for consultation 6a.m. to 10 p.m. daily.)

- Shift Supervisor Staff (Team Leader)- Completes 40 hours of training which includes medication procedure and protocol specific to the Assisted Living and Enhanced Level of care, supervisory duties, and overall resident care training, which is specific to caring for an older adult population including Dementia.
- Resident Care Assistant Staff - Complete 40 hours of training specific to caring for an older adult population residing in an Assisted/Enhanced /Special Needs Level of Care.
- Case Manager shall hold:
  - a master's degree in social work from an accredited college or university; or
  - a bachelor's degree from an accredited college or university with major work in human services or service delivery and one year of fulltime experience in the provision of services to a frail adult population; or
  - an associate degree from an accredited college or university with major work in human resources or service delivery and three years of full-time experience in the provision of services to a frail adult population.

### **Environmental Modifications**

- No additional environmental modifications are required.



**TEMPORARY RESIDENTIAL CARE  
ADDENDUM TO THE RESIDENCY AGREEMENT**

\_\_\_\_\_ ("You") have requested to stay in

Peregrine Senior Living at Cheektowaga ("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:

- |                                                    |                                                                  |
|----------------------------------------------------|------------------------------------------------------------------|
| <input type="checkbox"/> Adult Home                | <input type="checkbox"/> Enhanced Assisted Living Residence      |
| <input type="checkbox"/> Assisted Living Residence | <input type="checkbox"/> 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