CONSUMER SUMMARY

Facility Posting

Facility Operating Certificate Name	Peregrine Shaker Operating Certificate #:000-S-015
Full Address	345 Northern Blvd. Albany, NY 12204
Website link Facility	www.peregrineshaker.com
Website link DOH	https://www.health.ny.gov/facilities/adult_care/residence_quality/
Starting rent for each license and certification	ALR/EALR Private Studio: starting at $3,900 per month ALR/SNALR/EALR Private Studio: starting at $9,810 per month Shared Suite: starting at $8,070 per month Please download a brochure to obtain Community's rates sheet.
Summary of Services (consistent language)	Every Assisted Living Residence offers meals, some assistance with personal care, like bathing, dressing and grooming, medication assistance, supervision and monitoring, a program of activities, case management, housekeeping and laundry service. Facility also provides limited transportation services. This list is a summary and not exhaustive. Additional Details can be found in the approved Residency Agreement below.
Cost for Additional Services – Tier billing or other	For the cost and details of the additional services and tiered billing for higher support needs, please see the approved Residency Agreement below.

Peregrine Shaker

RESIDENCY AGREEMENT

Ver 9-25-23

Table of Contents

1. HOUSING ACCOMMODATIONS AND SERVICES....4
(a) Housing Accommodations and Services. 4
(b) Basic Services. 5
(c) Additional Care Services. 6
(d) Licensure/Certification Status....6
2. DISCLOSURE STATEMENT....6
3. FEES, BILLING AND RELATED MATTERS. 7
(a) Basic Rate. 7
(b) Tiered Fees....7
(c) Second Occupant. 7
(d) Reassessments and Changes to the Basic Rate. 8
(e) Supplemental or Additional Fees. 8
(f) Community Fee....8
(g) Rate or Fee Schedule. 8
(h) Billing and Payment Terms. 9
(i) Adjustments to Basic Rate or Additional Care or Supplemental Fees. 10
(j) Bed Reservation. 10
(k) Refund or Return of Resident Monies and Property....10
(l) Transfer of Funds or Property to Operator. 11
(m) Property or items of value held in the Operator's custody for you. 11
(n) Fiduciary Responsibility. 11
(o) Tipping. 11
(p) Personal Allowance Accounts 11
4. ADMISSION AND RETENTION CRITERIA. 11
(a) Admission Limitations....11
(b) Initial Assessment 12
(c) Appropriate Initial Assessment....12
(d) Enhanced Assisted Living Residence Addendum 12
(e) Special Needs Assisted Living Residence Addendum 12
(f) Change in Condition 12
(g) Enhanced Assisted Living Care. 12
5. RULES OF THE COMMUNITY. 12
6. RESPONSIBILITIES 13
7. TERMINATION AND DISCHARGE. 14
(b) Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and if You object to the termination, termination is permissible only if the Operator initiates a proceeding in a court of competent jurisdiction and that court rules in favor of the Operator. 14
(c) The grounds upon which involuntary termination may occur are: 14
(d) Notice of Termination. 15
(e) Removal of Personal Property 15
(f) Aging in Place....15
8. TRANSFER. 15
(a) Right to Require Your Immediate Transfer 15
(b) Termination after Transfer. 16
9. RESIDENT RIGHTS AND RESPONSIBILITIES....16
10. COMPLAINT RESOLUTION 16
11. MISCELLANEOUS PROVISIONS. 16

(a) Entire Agreement 16
(b) Assignmen 17
(c) Amendments and Modifications. 17
(d) Waiver 17
(e) Maintenance of Copies of this Agreement 17
(f) Access. 17
(g) Insurance. 17
(h) Ownership Rights 17
(i) Conservator or Guardian 17
(j) Severability 17
(k) Including Defined. 18
(l) Governing Law. 18
(m) Indemnification by you, ... 18
(n) Non-Discrimination 18
(a) Section Headings 18
12. AGREEMENT AUTHORIZATION 19
13. PERSONAL GUARANTEE OF PAYMENT(OPTIONAL) 20

EXHIBITS/ADDENDA

EXHIBIT 1 FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR 22
EXHIBIT 2: FURNISHINGS/APPLIANCES PROVIDED BY YOU 23
EXHIBIT 3 LICENSURE/CERTIFICATION STATUS OF PROVIDERS 24
EXHIBIT 4 DISCLOSURE STATEMENT 25
EXHIBIT 5A: SCHEDULE OF RATES FOR LEVELS OF CARE 28
EXHIBIT 5B SUPPLEMENTAL SERVICES, SUPPLIES, OR AMENITIES* 31
EXHIBIT 5B1: SUMMARY OF FEES AND SIGNATURE PAGE 32
EXHIBIT 6 TRANSFER OF FUNDS OR PROPERTY TO OPERATOR 33
EXHIBIT 7: PROPERTY OR ITEMS HELD BY OPERATOR FOR RESIDENT 34
EXHIBIT 8: RESIDENT RIGHTS AND RESPONSIBILITIES 35
EXHIBIT 9: RESIDENT GRIEVANCES AND RECOMMENDATIONS 37
EXHIBIT 10 EALR ADDENDUM 38
EXHIBIT 11 SNALR ADDENDUM 39
EXHIBIT 12 NYS CONSUMER INFORMATION GUIDE: AL 40

RESIDENCY AGREEMENT

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

RECITALS

A. The Operator is licensed by the New York State Department of Health (the "Department of Heath") to operate at 345 Northern Boulevard, Albany, New York 12204 as an Assisted Living Residence ("ALR") known as Peregrine Shaker (the "Community") and as an Enriched Housing Program. The Operator is also certified to operate at the Community an Enhanced Assisted Living Residence ("EALR") and Special Needs Assisted Living Residence ("SNALR").

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

AGREEMENTS

1. HOUSING ACCOMMODATIONS AND SERVICES.

Beginning on the date set forth on the Signature Page (Exhibit 5B1), the Operator shall provide the following housing accommodations and services to you subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provision of this Agreement.

(a) **Housing Accommodations and Services.**

(1) *Apartment Room*. You may occupy and use the ☐ private or ☐ semi-private apartment # _____ identified on theSignature Page (the "Apartment"), subject to the terms of this Agreement.

(2) *Common Areas*. You will be provided with the opportunity to use the common area and other general-purpose rooms at the Community such as lounges, craft rooms, library, private dining rooms and wellness center- for at least ten (10) hours per day between the hours of 9:00 a.m. and 8:00 p.m. for scheduled group activities or unscheduled group or individual recreation. Whenever a common area is temporarily unavailable for maintenance or administrative activities such as staff training, other common areas suitable for recreation will remain available for resident use. Resident access to the general-purpose rooms outside of this timeframe will not be restricted by any rules of the residence or facility policy.

(3) *Furnishings and Appliances Provided By the Operator*. Attached as Exhibit 1, and made part of this Agreement, is an inventory of furnishings, appliances and other items supplied by the Operator in Your Apartment.

(4) *Furnishings/Appliances Provided by You*. Except for the items listed on Exhibit 1, you will provide all other items that you desire for the Apartment, subject to the limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.) pursuant to Department of Health rules and regulations and/or the Resident Handbook provided you.

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

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

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

(b) **Basic Services.**

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

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

(2) Programs of planned activities, opportunities for community participation and services designed to meet Your physical, social, and spiritual needs, and a monthly schedule of activities which will be posted in a readily visible common area of the Community.

(3) Weekly general housekeeping services, provision of clean linen (pillow, pillowcase, blanket, two (2) bed sheets, bedspread), and clean towel and clean washcloth at least once a week and more often if needed, and laundering of Your personal washable clothing at least once a week and more often as needed(Operator is not responsible for dry cleaning or lost or damaged

clothing or other personal articles unless loss or damage is due to Operator's negligence orintentional acts).

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

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

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

(7) Development of an Individualized Service Plan to address Your needs, including ongoing review and revision, as necessary. This Individualized ServicePlan will be reviewed and revised every six months and whenever ordered by Resident physician or as frequently as necessary to reflect the changing care needs of the Resident.

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

(d) **Licensure/Certification Status**. A listing of all providers offering home care or personal care services under an arrangement with the Operator, and a description of thelicensure or certification status of each provider is set forth in Exhibit 3 of this Agreement. Such Exhibit will be updated as frequently as necessary.

2. **DISCLOSURE STATEMENT**. PSL of Shaker LLC dba Peregrine Shaker disclosing information as required under PublicHealth Law Section 4658 (3). Such disclosures are contained in Exhibit 4, which is attached and made part of this Agreement.

3. FEES, BILLING AND RELATED MATTERS.

(a) Basic Rate.

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

(b) Tiered Fees

With respect to the additional care services, Peregrine Shaker's level of personal care structure is a "Tiered" fee arrangement, in which the amount of the Basic Rate depends upon the types of services provided. TheTiered Fee for each resident will be based upon his or her personal care needs, the types of services provided and the number of hours of care provided per week for some types of services. If any care services are not being provided by the Operator, the Tiered fee will describe who will be providing care to the resident. The fees for each "Tier" of care are set forth in detail in Exhibit 5A. The Tiered Fee within the Basic Rate will change immediately upon a change, either upward or downward, in the applicable level of care, upon consultation with the Resident's physician, to the extent necessary. The Basic Rate for the particular care level will include all services set forth in Exhibit 5A, which is attached and made part of this Agreement. This exhibit also describes who will be providing care to residents, if other than the staff of the Operator. Residents may incur additional charges for supplemental services they elect to access (see Exhibit 5B).

Resident, Resident's Representative, and Resident's Legal Representative *(and any other party to be charged under the Agreement)* agree that the Resident *(or other specified party)* will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Housing Accommodations, Basic Services and, if applicable, any charges associated with Additional Care Services described in Exhibit 5A of this Agreement (the "Basic Rate").

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

(c) Second Occupant.

A spouse, family member, friend or any other individual of Your choosing may occupy Your Room with You, provided they are a resident of the Community. The Second Occupant must (1) meet all requirements for admission, (2) sign a separate residency agreement, and (3) pay the Second Occupant Fee and any applicable charges set forth in their residency agreement. If Your Room is occupied by two residents and one resident later permanently vacates the Room, regardless of the reason, the remaining resident's obligations under this Agreement shall continue in full legal force and effect and the remaining resident will have the option of (1) retaining the same Room at the single occupancy rate then in effect for the Room, or (2) terminating their residency agreement.

The Second Occupant fee as of date of this Agreement is: $_____per month ($ _____ per day)

(d) **Reassessments and Changes to the Basic Rate**.

The initial level of care for the Basic Services that the Operator will be providing the Resident, has been determined by Operator based on its initial assessment of Resident's needs, in consultation with the Resident's physician. During the first thirty (30) days of the Resident's stay at the Community,the Operator will complete a reassessment to verify that it is providing Resident with the level of care appropriate for his or her needs. Thereafter, pursuant to state regulations, a complete reassessment will be performed no less often than every six months or as needed due to a change in condition, however, it is Peregrine Shaker's policy to perform such reassessments quarterly to ensure Residents are receiving the most appropriate care. The resident assessments described in this Agreement, including those conducted at thetime of admission and thereafter during Resident's stay, are considered by us in determining and monitoring staffing levels. If Operator in consultation with Resident's physician, to the extent necessary, determines that the level of care or services it is providing Resident is not appropriate for his or her needs, Operator will consult with Resident and implement a change in the level of care or services provided, in accordance with the provisions set forth in subsection (e) below. Operator will also inform Resident's Representative and Resident's Legal Representative, if applicable, of the change and the Basic Rate will be adjusted accordingly.

(e) **If Supplemental or Additional Fees.**

The Residency Agreement includes a description of supplemental, additional, or community fees from the Operator directly or through arrangements with the Operator, stating who provides such services if not the Operator, and provide a detailed explanation of the services and amenities covered by the rates, fees, or charges. See Exhibit 5B.

A Supplemental is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate and must be at Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident (See Section 3(i) (1-4) in this agreement). Any charges for supplemental or additional fees by the Operator shall be made only for services and supplies that are actually supplied to the Resident. Exhibit 5B contains the Operator's rate and fee schedules for additional and supplemental fees.

(f) **Community Fee**

Community fee is a one-time fee that the Operator may charge at the time of Admission. The operator must clearly inform the prospective Resident what the amount of the Community fee will be as well as any terms regarding refunds of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may choose whether to accept the Community fee as a condition of residency in Peregrine Shaker or to reject the Community fee and thereby reject residency at Peregrine Shaker.

The amount of your one-time non-refundable community fee at Peregrine Shaker is: $ 2,500.

(g) **Rate or Fee Schedule.**

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

(h) **Billing and Payment Terms.**

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

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

(3) *Items Not Included in the Basic Daily Rate*. You, Your Resident's Representative, and Your Resident's Legal Representative, if applicable, are responsible for (A) all medical expenses, including third party coverage for medical expenses; (B) medications; (C) all professional services or items of any kind ordered specifically for or by you, Your Resident's Representative, and Your Legal Representative; (D) clothing purchases; (E) clothing repairs; (F) drycleaning; (G) personal hygiene items; (H) beauty parlor or barber shop services;
(I) items purchased from our convenience store; (J) cultural events; (K) non-basic recreational supplies; (L) personal telephone service; and (M) internet and cable service.

(4) *Fees are charged through Discharge Date*. You will be charged from the Effective Date of this Agreement through the Discharge Date, which is the date when all Your belongings and personal property are removed from the Apartment and from the Community.

(5) In the event the Resident, Resident's representative or Resident's legal representative is no longer able to pay for services provided for in this agreement or additional services or care needed by the Resident, the Community will follow the termination provisions set forth in Section 7 of this Agreement.

(i) **Adjustments to Basic Rate or Additional Care or Supplemental Fees.**

(1) *Right to Written Notice of Rate Increases*. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees of not less than forty-five (45) days prior to the effective date of the rate or fee increase, except in the following circumstances below:

(2) *Changes in Rates due to Change in Level of Care*. The Operator uses Tiered Billing, as described in Section 3 of this Agreement. If you require additional care or services such that Your placement in a higher Tier is appropriate, or if Your need for care or services decreases such that you are appropriate for a lower Tier, the Operator will consult with Your physician, to the extent necessary, and may adjust Your Tier placement and appropriate Basic Rate which will be effective upon less than forty-five (45) days written notice. If you, Your Resident's Representative, or Your 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, the Operator may increase such Rate or Fee which will be effective immediately upon the receipt of written notice by the resident or resident representative.

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

(4) *Changes in Rates due to Emergency*. In the event of any emergency which affects you, the Operator may assess additional charges for Your benefit as arereasonable and necessary for services, material, equipment, and food supplied during such emergency.

(5) Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator once You have been admitted as a resident.

(j) **Bed Reservation.**

The Operator agrees to reserve Your Apartment for you in the event of Your absence at Your then current Basic Rate. Such Apartment will be held for you for as long as you pay such Basic Rate. The charge for this reservation is $_____ per day. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section 7 of this Agreement. You may choose to terminate this Agreement rather than reserve such space but must provide the Operator with at least thirty (30) days' prior written notice.

(k) **Refund or Return of Resident Monies and Property.**

Upon termination of this Agreement or at the time of Your discharge, but in no case more than three (3) business days after Your discharge, the Operator must provide you, Your Representative and/or Legal Representative, or any person designated by you with a final written statement of Your payment accounts and personal allowance accounts at Peregrine Shaker, a check for the outstanding balance of any advance payments on the basis of a per diem proration, if any, and any property or things of value in trust or custody by the operator under Section 3(m) of this agreement.

Operator shall also return to You any money that comes into Operator's possession after Your discharge by forwarding such funds to You. The Operator shall contact you to retrieve any property or items of value that come into the possession of the Operator after Your discharge or transfer and allow You at least three (3) days to pick up such items.

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

(l) **Transfer of Funds or Property to Operator.**
If you wish to voluntarily transfer money, property, or things of value to the Operator upon admission or at any time following admission and during Your residency, and the Operator has agreed to such transfer, the Operator must enumerate the items given or promised to be given and attach to this Agreement a listing of the items given to be transferred. Such listing is attached as Exhibit 6 and is made part of this Agreement. Such listing shall include any agreementsmade by third parties for Your benefit.

(m) **Property or items of value held in the Operator's custody for you.**
If, upon admission or any other time, you wish to place property or things of value in the Operator's custody and the Operator agrees to accept the responsibility of such custody,the Operator must enumerate the items so placed and attach to this Agreement a listing of such items. Such listing is attached as Exhibit 7.

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

(o) **Tipping.**
The Operator must not accept, nor allow Community's staff or agents to accept, any tip or gratuity in any form for any services provided or arranged for asspecified by statute, regulation, or agreement.

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

4. ADMISSION AND RETENTION CRITERIA.

(a) **Admission Limitations**. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of servicesauthorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. An operator shall not exclude an individual based on an individual's mobility impairment and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with federal, state, and local laws.

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

(c) **Appropriate Initial Assessment**. You may be admitted to the Community once the Operator has conducted Your pre-admission assessment and has determined that you are appropriate for admission to this Community, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for you under Your Individualized Services Plan.

(d) **Enhanced Assisted Living Residence Addendum**. If you are being admitted to the Community's duly certified Enhanced Assisted Living Residence (EALR), the additional terms of the "Enhanced Assisted Living Residence Addendum" annexed to this Agreement will apply.

(e) **Special Needs Assisted Living Residence Addendum**. If you are being admitted to the Community's Special Needs Assisted Living Residence (SNALR), the "Special Needs Assisted Living Residence Addendum" (Exhibit 11) annexed to this Agreement will apply.

(f) **Change in Condition**. 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 (ALR). If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section 7 of the Agreement. However, if the Operator also has an Enhanced Assisted Living 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.

(g) **Enhanced Assisted Living Care.**
Is provided to persons who desire to continue to age in place in an Assisted Living Residence and who are (a) chronically require the physical assistance of another person in order to walk; or (b) chronically require the physical assistance of another person to climb or descend stairs; or (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (d) have chronic unmanaged urinary or bowel incontinence; or (e) require simple nursing tasks, as identified in Enhanced Assisted Living Residence Addendum Exhibit 10. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24-hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

5. RULES OF THE COMMUNITY.

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

6. RESPONSIBILITIES

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

A. You, Your Representative, and/or Your Legal Representative to the extent specified in this Agreement, are responsible for the following:

(1) Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.

(2) Supply of personal clothing and effects.

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

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

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

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

(7) Cooperating with the efforts of the Operator in obtaining on Your behalf public benefits or other available supplemental public benefits that may be due to you.

B. Resident's Representative shall be responsible for the following:
Section 6A: 1 through 6 that are not performed by the Resident.

C. Resident's Legal Representative shall be responsible for the following:
Section 6A: 1 through 6 that are not performed by the Resident or the Resident's Representative.

Health Care Provider Notification. You authorize Operator to contact Your Resident's Representative and, if applicable, Your Legal Representative, health care providers, and the other persons designated by you to receive this information listed in Your records:

1. if we determine it is necessary to advise such designated persons of Your situation,
2. to arrange for health care services and other assistance needed by you, or
3. if you have a life-threatening emergency, you authorize us to contact an emergency rescue service in addition to Your Resident's Representative, Legal Representative, Your physician, or other person designated by you.

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

7. TERMINATION AND DISCHARGE.

(a) This Residency Agreement and Your residency in Peregrine Shaker may be terminated in any of the following ways:

(1) By mutual agreement between you and the Operator.

(2) Upon thirty (30) days' prior written notice from you, Your Resident's Representative, and/orYour Legal Representative to the Operator of Your intention to terminate the Agreement and leave Peregrine Shaker.

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

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

(c) The grounds upon which involuntary termination may occur are:

(1) You require continual medical, or nursing care which Peregrine Shaker is notpermitted by law or regulation to provide.

(2) Your behavior poses imminent risk of death or imminent risk of serious physical harm to you or anyone else.

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

(4) You repeatedly behave in a manner that directly impairs Your well-being, care, or safety or that of any other Resident, or which substantially interferes with the orderly operation of Peregrine Shaker.

(5) The Operator has had its operating certificate limited, revoked, suspended or the Operator has voluntarily surrendered the operation of the Community.

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

(d) Notice of Termination.
If the Operator decides to terminate the Residency Agreementfor any of the reasons stated above, the Operator will give you notice of a termination and discharge, which must be at least thirty (30) days after delivery of notice, the reason for termination, a statement of Your right to object, and a list of free legal advocacy resources approved by the New York State Department of Health.

You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If you challenge the termination, the Operator must institute a proceeding in court to terminate this Agreement. You will not be discharged against Your will unless the court rules in favor of the Operator. While legalaction is in progress, the Operator must not seek to amend this Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by Department of Health's regulations and this Agreement, or engage in any action to intimidate or harass you.

Both you and the Operator are free to seek any other judicial relief to which they may be entitled.

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

(e) Removal of Personal Property**.**
You will remove Your personal property from the Apartment on or prior to the Discharge Date. If you fail to remove Your personal property from the Apartment on or before the Discharge Date, Operator will continue to assess the Basic Monthly Rate, on a per diem basis, until you, Your Resident's Representative, or Your Legal Representative remove Your personal property. If you, Your Resident's Representative, or Your Legal Representative fail to remove Yourpersonal property as of the Discharge Date or within ten (10) days after Your death, Operator may elect to remove Your personal property from the Apartment and place it in storage at Your or Your estate's expense, and you will be charged for the cost to Operator of moving Your personal property and of storing the same. If you have no Resident's Representative or Legal Representative, the Operator will help you arrange for the removal of Your belongings. If you, Your Resident's Representative, or Your Legal Representative fail to remove Your personal property from storage within thirty (30) days, then Operator may discard the property.

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

8. TRANSFER.

(a) **Right to Require Your Immediate Transfer**. Notwithstanding the above,the Operator may seek appropriate evaluation and assistance and may arrange for Yourtransfer to an appropriate and safe location, prior to termination of this Agreement andwithout thirty (30) days' prior notice or court review, for the following reasons:

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

(2) Your behavior poses an imminent risk of death or serious physical injury to you or others; or

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

(b) **Termination after Transfer**.

If you are transferred pursuant to Section 8(a), to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section 7 of this Agreement, except that the written notice of termination must be delivered to You at the location to which you have been transferred. If such hand delivery is not possible, then the notice must be given by any of the methods provided by New York law for personal service upon a natural person. For residents admitted to the Special Needs Assisted Living Residence or who have a guardian appointed, services will be made to the resident's representative or next of kin by certified mail, with a copy to the resident by certified mail. If the basis for the transfer permitted under Section 8(a) above no longer exists, you are otherwise deemed appropriate for placement in the Community and if this Agreement isstill in effect, you must be readmitted.

9. RESIDENT RIGHTS AND RESPONSIBILITIES.

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

10. COMPLAINT RESOLUTION.

The Operator's procedures for receiving and responding to resident grievances since this and recommendations for change or improvement in the Community's operations and programs are attached as Exhibit 9 and made part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Community. The Operator agrees that the Residents of the Community may organize and maintaincouncils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues, or suggestions reported by the Residents' Organization and to provide a written report to the Residents' organization that addresses the same. Complaint handling is a direct service of the Long-Term Care Ombudsman Program. The Long-Term Care Ombudsman is available to identify, investigate and resolve Your complaints to assist in the protection and exercise of Your rights.

11. MISCELLANEOUS PROVISIONS.

(a) **Entire Agreement**. All Exhibits, attachments and other documents referenced in this Agreement are incorporated in this Agreement and constitute a part of it. This Agreement and all the Exhibits, attachments and documents referenced in this Agreement constitute the entire agreement between you and Operator regarding Your stay in the Community.

(b) **Assignment**. You may not assign or sublet any of Your rights under this Agreement.

(c) **Amendments and Modifications.** 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 applicable federal and state statutes and regulations that govern the license of the Operator shall be invalid, and the terms of applicable statutes and/or regulations will control.

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

(e) **Maintenance of Copies of this Agreement**. The parties agree that this Agreement and related documents executed by the parties shall be maintained by the Operator in files of the Community from the date of execution until three (3) years after this Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

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

(g) **Insurance.** You may purchase at Your option insurance for any personal property that you may keep in the Apartment and for any liability insurance for you or Your visitors.

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

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

(j) **Severability**. If a court holds any provision of this Residency Agreement or the application to any circumstance or person to be invalid or unenforceable, the

remainderof this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable will not be affected.

(k) **Including Defined.** When used in the Agreement, the term "including" shall have the commonly accepted meaning associated with such word and any list of items that may follow such word shall not be deemed to represent a complete list of the contents of thereferent of the subject.

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

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

(n) **Non-Discrimination.** All residents, potential residents, and/or guests shall be treated fairly, equally, and with dignity and reasonable accommodations shall be provided no matter the individual's race, color, national origin, religion, sex, disability, sexual orientation, and/or gender pursuant to the Fair Housing Act, Americans with Disabilities Act, and all other applicable state and federal statutes and regulations. Individuals requiring reasonable accommodation shall speak with the Executive Director of the Community.

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

12. AGREEMENT AUTHORIZATION

We, the undersigned, reflect all parties to be charged under this Agreement per Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(2)(i), have read this Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Dated *Signature of Resident*

Dated *Signature of Resident's Representative*

Dated *Signature of Resident's Legal Representative*

Dated *Signature of Operator/Operator's Representative*

13. PERSONAL GUARANTEE OF PAYMENT(OPTIONAL)

Personal Guarantee of Payment Per regulation at Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xvii), the Operator cannot mandate that a resident or other person agree to a guarantor of payment as a condition of admission unless the Operator has reasonably determined on a case-by-case basis, that the prospective resident would lack either the current capacity to manage financial affairs and/or the financial means to assure payments due under this Residency Agreement.

_____personally, guarantees payment of charges for Your Basic Rate.

_____personally, guarantees payment of charges for the following services,materials, or equipment provided to you, that are not covered in the Basic Rate:

_____

_____

_____

_____

_____

_____ _____

(Date) (Guarantor's Signature)

_____

(Guarantor's Name – Print)

(Optional) **Guarantor of Payment of Public Funds**

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

EXHIBITS

EXHIBIT 1 FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

- A standard single bed, a clean, comfortable, well-constructed mattress, standard in size for bed andbox spring maintained in good condition and in good repair.
- Chair, nightstand, and lamp
- Lockable storage facilities for personal articles and medications, which cannot be removed at willIndividual Dresser
- Closet or Wardrobe for the storage of Resident's clothing
- A hinged entry door.
- Two sheets; pillowcase; at least one blanket; a bedspread; towels and washcloths; soap; and toilettissue.
- Telephone
- When not supplied by the Resident, Operator will provide dishes, glasses, utensils, household linensand household supplies and equipment.
- The Resident may choose to use his/her own appliances/furnishings.

EXHIBIT 2: FURNISHINGS/APPLIANCES PROVIDED BY YOU

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

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

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

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

EXHIBIT 3 LICENSURE/CERTIFICATION STATUS OF PROVIDERS

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

EXHIBIT 4 DISCLOSURE STATEMENT

PSL of Shaker LLC ("The Operator") as Operator of Peregrine Shaker ("the Community"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Commissioner of the New York State Department of Health has prepared an *Assisted Living Residence Consumer Information Guide* that explains the services and protection afforded by an assisted living residence. A copy of this Assisted Living Residence Consumer Disclosure Information Guide is attached as Exhibit 15.
2. PSL of Shaker LL (Operator) is licensed by the New York State Department of Health to operate Peregrine Shaker at 345 Northern Boulevard, Albany, New York 12204 as an Assisted Living Residence as well as an Enriched Housing Program. The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and Special Needs Assisted Living Residence. These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in Peregrine Shaker 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.

The Operator is currently approved to provide:

a. Enhanced Assisted Living services for up to a maximum of 47 persons.
b. Special Needs Assisted Living services for up to a maximum of 35 persons.

The Operator will post prominently in Peregrine Shaker 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 The Operator is currently approved to accommodate within the Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the numbers of persons stated above. Please see Section 4 of the Residency Agreement for a full description of such standards. If you become appropriate for Enhanced Assisted Living Services or Special Needs Assisted Living Services, and one of those units is available, you will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living unit (or program). If, however, such units are at capacity and there are no vacancies, the Operator will assist you and Your representatives to identify and obtain other appropriate livingarrangements 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 Peregrine Shaker, it may be necessary for you to change Your (room, unit, apartment) within Peregrine Shaker.

3. The owner of the real property upon which Peregrine Shaker is located is Shaker Owner, LLC. The mailing address of such real property owner is c/o Peregrine Senior Living, 217 Montgomery St., Syracuse, NY, 13202. The following individual is authorized to accept personal service on behalf of such real property owner: Mark Farchione, 217 Montgomery St., Syracuse, NY 13202.

4. The Operator of Peregrine Shaker is PSL of Shaker LLC d/b/a Peregrine Shaker. The mailing address of the Operator is 217 Montgomery St., Syracuse, NY 13202. The following individual is authorized to accept personal service on behalf of the Operator: Mark Farchione, 217 Montgomery St., Syracuse, NY 13202.

5. Neither Peregrine Shaker nor its Operator, PSL of Shaker LLC, Inc. has any ownership interest in any entity that provides care, material, equipment, or other services to the residents of Peregrine Shaker.

6. No entity which provides care, material, equipment, or other services to residents of Peregrine Shaker has any ownership interest in the Operator.

7. All residents have the right to receive services from any provider, regardless of whether this Community or its Operator has an arrangement with the provider. All residents have the right to choose his or her health care providers.

8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.

9. Public funds are available to persons who meet certain income limitations, for the payment of residential, or home health services, including but not limited to, availability of Medicare coverage of home health services. However, Peregrine Shaker's charges for services may exceed the assistance available. Consequently, public assistance alone may not be enough to cover the charges associated with remaining a resident at this Community if this Community's charges exceed the amount of public funds available to a resident, and the Resident is unable to pay (in full) the balance of Peregrine Shaker's charges, Peregrine Shaker will assist the Resident in securing placement at another facility, pursuant to applicable lawand regulation.

10. The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator is 1-866-893-6772

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. 518-372-5667 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

12 New York State's laws and regulations applicable to adult care facilities and assisted living residences can be found in Article 7 of the Social Services Law, Article 46-B of the Public Health Law, 18 NYCRR sections 485-487 and 10 NYCRR Part 1001. Operators are also subject to certain federal regulations found at 42 CFR 441.301(c) (4).

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

Prospective Resident/Resident	Date
Resident's Representative	Date
Legal Representative	Date

- □ Power of Attorney
- □ Healthcare Power of Attorney
- □ Legal Guardianship
- □ **Other Legal Authorization** _____

EXHIBIT 5A: SCHEDULE OF RATES FOR LEVELS OF CARE

Housing Accommodation Fee:

Assisted Living Apartment Type	Square Feet	Amount
Studio	270	From $3,900.00
Studio Deluxe	304	From $4,465.00
One Bedroom	363	From $4,815.00
Two Bedroom	466-556	From $5,400.00

Memory Care (SNALR) - Inclusive of Housing Accommodations and Care Up to Personal Care Level 5

Private Studio	256-285	From $9,810.00
Studio Deluxe	304	From $10,695.00
Shared Suite	429-584	From $8,070.00
One Bedroom	363-374	From $11,400.00

Personal Care Fee

Peregrine residents are evaluated upon admission, with any of condition and at least every six months to ensure that the appropriate services to meet Your needs are being provided. A written copy of these evaluations will be provided to You and/or your representative.

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

Description of Levels of Care

Basic Monthly Rate – Your Basic Monthly Rate includes charges for Your Housing Accommodations & Basic Services, Personal Care Fee, and Your Medication Management Program.

Housing Accommodations & Basic Services

All residents receive Basic Services in addition to their Housing Accommodations. Basic Services includes reminders (e.g., meals, showers, etc.) monitoring monthly weights, the development and ongoing review and revision, as necessary, of an Individualized Service Plan, Your choice of Apartment, an emergency call system with 24 hour response, three restaurant style meals each day, stimulating activities and social events, scheduled transportation, access to Peregrine Shaker's wellness program; daily bed making, weekly housekeeping and laundry service, maintenance of the apartment, common areas and grounds, snacks, supervision, case management, and all utilities except telephone services and cable TV, are included.

Personal Care Fee "Tiers"

The Personal Care Levels (Tiered Fees) are determined by a comprehensive assessment by a licensed representative of the Community, in consultation with the resident's physician, prior to move-in, whenever there are significant changes in Resident's needs including assistance with ADL tasks, upon a physician's request and every 6 months thereafter. If the comprehensive assessment indicates you require services in excess of our basic personal care level, you will be placed in the appropriate Tier for Your Level of Care and you will be required to pay the associated additional monthly fee as follows:

Basic Personal Care Level: All the services set forth above as Housing Accommodations & Basic Services.
Personal Care Level 1: up to 4 additional hours of care per week
Personal Care Level 2: up to 8 additional hours of care per week
Personal Care Level 3: up to 12 additional hours of care per week
Personal Care Level 4: up to 16 additional hours of care per week
Personal Care Level 5: 16 + additional hours of care per week

Enhanced Assisted Living

For Personal Care Levels 1-5, Resident's personal care fee includes, at no additional charge, any EALR services you may require. (See Exhibit 10 for a list of these EARL services)

We do not guarantee that any resident will receive a specific number of minutes or amount of care on any given day or time period. The care level assigned to a resident represents an estimate only of the approximate range of care minutes or amount of care that we anticipate we will provide to the Resident.

Memory Care

Includes all Personal Care Level 5 services in a secured environment with our structured dementia program. We do not guarantee that any resident will receive a specific number of minutes or amount of care onany given day or time period. The care level assigned to a resident represents an estimate only of the approximate range of care minutes or amount of care that we anticipate we will provide to the Resident.

Enhanced Memory Care

Enhanced Memory Care includes all Memory Care programs and services, as well as any of the EALR services listed above. We do not guarantee that any resident will receive a specific number of minutes or amount of care on any given day or time period. The carelevel assigned to a resident represents an estimate only of the approximate range of care minutes or amount of care that we anticipate we will provide to the Resident.

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

Medication Program Fee

The Medication Management Program is included in the Level of Care charge.

EXHIBIT 5B SUPPLEMENTAL SERVICES, SUPPLIES, OR AMENITIES*

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

Item	Additional Charge	Provided By
Food Service:		
Guest Meals	No Charge	Community
Guest Meals for Aides (Aides/Companions): If you have apaid private aide or other companion that lives with you, a Guest Meal Package is available that includes one meal perday.	$250 per month	Community
Non-Illness Related Tray Service: A fee will be chargedfor non-illness related tray service	$10 per tray	Community
Catering and Special Events	Varies	Community
Wellness:		
Pendant Replacement (Optional)	$150	Community
Housekeeping & Maintenance:		
Carpet Cleaning: Spot Only (beyond normal maintenance)	$50	Community
Carpet Cleaning: Additional Shampooing (beyond normalmaintenance)	$75	Community
Internal Move/Transfer to Another Apartment Fee: If a resident elects to move to another apartment, an internal move fee will be charged. No fee is charged if the moveis required.	$2,000	Community
Key Replacement	$10	Community
Pet Fee	$500 one- time fee	Community
Utilities:		
Local & Long-Distance Telephone Service	Varies per plan chosen	Arranged by Residentwith provider(s)
Cable T.V.	Varies per plan chosen	Arranged by Residentwith provider
Miscellaneous:		
Salon and Spa	Various prices; see posting in salon	Beautician

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

EXHIBIT 5B1: SUMMARY OF FEES AND SIGNATURE PAGE

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

**The day to start or last day to bill

Social Security #: N/A

Date: _____

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

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

Level of Care: _____

Prorate Rent Calculation:

# of days basic rate is to be charged: _____ **Application/Community Fees:** _____

MONTHLY CHARGES:	**Monthly Rate**	x 12 months	/365 = **Daily Rate**	x the # of days to be billed =	**Prorated Rent**
Basic Apartment Rate:		$0.00	$0.00	0	$0.00
Level of Care :		$0.00	$0.00	0	$0.00
Cable/Other Charge:		$0.00	$0.00	0	
Other(split LOC's, etc.):		$0.00	$0.00	0	
Total Monthly fee Due:	**$0.00**		**$0.00**		**$0.00**

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

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

EXHIBIT 6 TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

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

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

EXHIBIT 7: PROPERTY OR ITEMS HELD BY OPERATOR FOR RESIDENT

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

Adult Care Facility Inventory of Resident Property

FACILITY NAME: _____ OPERATING CERTIFICATE NUMBER: _____

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

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

EXHIBIT 8: RESIDENT RIGHTS AND RESPONSIBILITIES

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

1. Every resident's participation in assisted living shall be voluntary, and prospective residents shall be provided with sufficient information regarding the Community to make an informed choice regarding participation and acceptance of services.
2. Every resident's civil and religious liberties, including the right to independent personal decisions and knowledge of available choices, shall not be infringed.
3. Every resident shall have the right to have private communications and consultation with his or her physician, attorney, and any other person.
4. Every resident, resident's representative and resident's legal representative, if any, shall have the right to present grievances on behalf of himself or herself or others, to the residence's staff, administrator or assisted living operator, to governmental officials, to long term care ombudsmen or to any other person without fear of reprisal, and to join with other residents or individuals within or outside of the Community to work for improvements in resident care.
5. Every resident shall have the right to manage his or her own financial affairs.
6. Every resident shall have the right to have privacy in treatment and in caring for personal needs.
7. Every resident shall have the right to confidentiality in the treatment of personal, social, financial,and medical records, and security in storing personal possessions.
8. Every resident shall have the right to receive courteous, fair, and respectful care and treatment and a written statement of the services provided by the residence, including those required to be offered on an as needed basis.
9. Every resident shall have the right to receive or to send personal mail or any other correspondence without interception or interference by the operator or any person affiliated with the Operator.
10. Every resident shall have the right not to be coerced or required to perform the work of staffmembers or contractual work.
11. Every resident shall have the right to have security for any personal possessions if stored by the Operator.
12. Every resident shall have the right to receive adequate and appropriate assistance with 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 an operator 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;

13. Every resident and visitor shall have the responsibility to obey all reasonable regulations of the Community and to respect the personal rights and private property of the other residents.
14. Every resident shall have the right to include their signed and witnessed version of the events leading to an accident or incident involving such resident in any report of such accident or incident.
15. Every resident shall have the right to receive visits from family members and other adults of the resident's choosing without interference from the Community.
16. 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
17. Every resident of any assisted living residence that is also certified to provide enhanced assisted living and/or special needs assisted living shall have a right to be informed by the Operator, by a conspicuous posting in the residence, on at least a monthly basis, of the then-current vacancies available, if any, under the Operator's enhanced and/or special needs assisted living programs.

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

EXHIBIT 9: RESIDENT GRIEVANCES AND RECOMMENDATIONS

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

2. Upon receipt of the Customer Service/Grievance/Complaint the Executive Director shall conduct an investigation using a Customer Service/Grievance/Concern Investigation Form.

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

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

EXHIBIT 10 EALR ADDENDUM

See signed EALR Addendum attached to, and made a part of, this Residency Agreement

EXHIBIT 11 SNALR ADDENDUM

See signed SNALR Addendum attached to, and made a part of, this Residency Agreement

EXHIBIT 12 NYS CONSUMER INFORMATION GUIDE: AL

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

INTRODUCTION

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

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

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

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

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

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

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

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

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

WHO OPERATES ALRs?

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

PAYING FOR AN ALR

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

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

TYPES OF ALRs AND RESIDENT QUALIFICATIONS

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

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

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

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

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

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

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

a) The resident hires 24-hour appropriate nursing and medical care to meet their needs;

b) The resident's physician and home care services agency decide his/her care can be safely delivered in the Enhanced ALR;

c) The operator agrees to provide services or arrange for services and is willing to coordinate care; and

d) The resident agrees with the plan.

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

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

Comparison of Types of ALRs

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

HOW TO CHOOSE AN ALR

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

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

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

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

Location: Is the residence close to family and friends?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

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

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

APPLYING TO AN ALR

The following are part of entering an ALR:

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

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

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

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

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

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

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

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

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

LICENSING AND OVERSIGHT

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

INFORMATION AND COMPLAINTS

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

Glossary of Terms Related to this Guide.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PEREGRINE SHAKER SNALR ADDENDUM

This is an addendum to a Residency Agreement made between PSL of Shaker LLC. (the"Operator"), DBA Peregrine Shaker and __ (the "Resident" or "you"), (the "Resident's Representative"), or both (the "Resident's Legal Representative"). Such Residency Agreement is dated ___.

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

I. Special Needs Assisted Living Certification.

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at Peregrine Shaker 345 Northern Boulevard, Albany, NY 12204.

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 the Operator has accepted such request.

III. Specialized Programs, Staff Qualifications and Environmental Modifications

a. Specialized services to be provided in the Special Needs Residence include special daily activities to challenge dementia residents. The program is supervised by a Nurse and a Memory Care Director.
b. The Special Needs Assisted Living Residents have access to a 24/7 on call RN. Nurses and Home Health Aides are on site daily to assess resident needs. The SNALR will be staffed sufficiently at all times to meet the Resident's needs and remain compliant with regulations. Additionally, all Community staff are available to attend to the needs of SNALR residents.
c. Each one of our personal care aides, home health aides, and nurses receive comprehensive training on effectively and respectfully meeting the special needs of persons with dementia. The training includes methods on successfully cuing residents to independently perform personal care tasks, coordinating care with the Resident's family and wandering prevention.

d. The Special Needs Assisted Living Residence is organized as a secured unit that is equipped with delayed egress doors to prevent wandering. Window openings are limited to prevent accidents andelopement. The entire Community is equipped with a sprinkler system throughout, emergency call bells in all resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for Resident safety. Secured outdoor recreational areas are also available for SNALR residents to safely enjoy the outdoors. The SNALR has its own dining room to allow for staff to accommodate resident's needs and variations in dining schedules.

IV. Addendum Agreement Authorization.

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

Dated:_____ _____

(Signature of Resident)

Dated:_____ _____

(Signature of Resident's Representative)

Dated:_____ _____

(Signature of Resident's Legal Representative)

Dated:_____ _____

(Signature of Operator or Operator's Representative)

EXHIBIT 12 EALR Addendum

This is an addendum to a Residency Agreement made between PSL of Shaker LLC (the"Operator"), DBA Peregrine Shaker, and _____(the "Resident" or "you"), «ResponsiblePartyFirstName» «ResponsiblePartyLastName»v (the "Resident's Representative"), «ResponsiblePartyFirstName» «ResponsiblePartyLastName», (the "Resident's Legal Representative"). Such Residency Agreement is dated_____{.

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

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Peregrine Shaker 345 Northern Boulevard, Albany, New York 12204.

II. Physician Report

You have submitted to the Operator a written report from your physician, which report 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.

III. Request for and Acceptance of Admission

You have requested to become a Resident at this Enhanced Assisted Living Residence, (the "Community") and the Operator has accepted your request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

1. Specialized services to be provided in the Enhanced Assisted Living Residence include:

   a. assistance with medical equipment to include oxygen, continuous and bilevel positive air pressure machine (CPAP and BPAP), ostomies and catheters.
   b. assistance with non-sterile clean bandage.
   c. assistance with PRN medications.
   d. assistance with eye drops, ear drops, nasal sprays, inhalers, suppositories and enemas and topical medication
   e. nebulizer set-up and assistance
   f. periodic or On-going Skilled Nursing Assessments
   g. full assistance with bathing
   h. full assistance with dressing and grooming; and
   i. toileting and hygiene support with incontinence as necessary.

If you require nursing services not listed above, the Resident Services Director will determine, at his or her discretion, if the services can be safely and appropriately delivered at the Community by the

Operator's employees or by an outside agency. The additional nursing services delivered by the Operator's employees may result in additional charges as determined in Exhibit 5A: Schedule of Rates for Levels of Care. If the Operator's employees cannot deliver the services, and the Resident Services Director determines that the services can be safely and appropriately delivered at the Community by an outside agency, the Resident would be required to hire a home care agency to deliver the services in order to remain at the Community. The cost of services delivered by a privately hired home care will be the sole responsibility of the Resident and is set by the agency. If it is determined that neither the Operator's employee or a home care agency can deliver the required services, or the Resident elects not to hire such staff, the Community will assist the Resident in moving to a new facility that can accommodate the Resident's needs.

2. Staff levels.
   The Operator provides 24 hours staffing to maintain compliance with all applicable laws and regulations and includes:
   a. an RN or LPN nurse/supervisor 7 days a week;
   b. medication assistants to provides medication management; and
   c. resident care aides and Home Health Aides to provide assistance with Personal care and Activities of Daily Living.

   Adjustments in staffing levels are made as needed to meet the needs of the Resident and comply with regulations.

3. Staff education
   Each one of our personal care aides, home health aides, and nurses receive comprehensive training on effectively and respectfully meeting the needs of residents living in the Assisted Living, Enhanced Assisted Living and Special Needs Assisted Living community. The training includes methods on assisting with mobility impairments and, for our licensed staff, delivering simple nursing services.

4. Enhanced Assisted Living Residents reside throughout the Community. The entire Community is equipped with a sprinkler system throughout, emergency call bells in all resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for resident safety.

V. <u>Aging in Place</u>

The Operator has notified you that, while the Operator 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 Community. If this occurs, the Operator will communicate with you regarding the need to relocate to a more appropriate setting, in accordance with law.

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

If you reach the point where you are in need of 24-hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law,the Operator 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 Community, and would not require placement in a hospital, nursing home or other facility licensedunder Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32; AND
c. The Operator agrees to retain you as Resident and to coordinate the care provided by the operatorand the additional nursing, medical or hospice staff; AND
d. You are otherwise eligible to reside at the Community.

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 5B1 of the Residency 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)

TEMPORARY RESIDENTIAL CARE
ADDENDUM TO THE RESIDENCY AGREEMENT

_____ ("You") have requested to stay in

Peregrine Shaker "The Community")

Until the date of _____ ("Respite Stay")

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

□ Adult Home
□ Assisted Living Residence
□ Enhanced Assisted Living Residence
□ Special Needs Assisted Living Residence

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

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

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

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

_____ _____

Signature of Community Representative / Title Date

_____ _____

Signature of Resident Date

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

_____ _____

Signature of Responsible Person Date