

# Sage Harbor at Baywinde

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## RESIDENCY AGREEMENT

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## RESIDENCY AGREEMENT

### I. General Provisions

This is the residency agreement (“Agreement”) between the operator(s) of SL Sage Harbor, LLC doing business as Sage Harbor at Baywinde (the “Operator”) **RESIDENT NAME** (the “Resident” or “You”) and **Resident's Representative** (the “Resident’s Representative,” if any).

### RECITALS

A. The Operator is licensed by the New York State Department of Health to operate at 100 Kidd Castle Way, Webster, NY 14580, an Assisted Living Residence known as Sage Harbor at Baywinde (the “Residence”) and as an Adult Home.

Select all that apply:

The Operator does not have any additional certifications at this location.

The Operator is certified to operate, at this location, an Enhanced Assisted Living Residence.

The Operator is certified to operate, at this location, a Special Needs Assisted Living Residence.

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

### AGREEMENTS

#### A. Housing Accommodations and Services

Beginning on [Click or tap to enter a date.](#) (the “Effective Date”), the Operator shall provide the following housing accommodations and services to You, subject to the terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

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

1. **Your Living Space.** You may occupy and use a

private or  semi-private living space

as identified on Exhibit I.A.1, subject to the terms of this Agreement.

**2. Common areas:** Pursuant to regulation at Title 18 of New York Codes, Rules, and Regulations, at Section 485.14(b), coupled with federal regulation at Title 42 of the Code of Federal Regulations at Section 441.301(c)(5), for at least ten (10) hours per day, between the hours of 9:00 a.m. and 8:00 p.m. you will be provided unrestricted access to common areas at the Residence. Specifically, you will be provided with unrestricted access the following general-purpose rooms: Atrium, Entryway, Activity Room, Living Room area, All hallways and lounge areas on each floor. You will be provided with the opportunity to use the general purpose rooms at the Residence, such as lounges, dining rooms and activity rooms.

Select One:

Unrestricted access to at least one general purpose room is accessible 24 hours per day, seven days a week.

Use of these general-purpose rooms outside this timeframe may be accommodated as follows: \_\_\_\_\_

**3. Furnishings/Appliances Provided by The Operator.** Attached as Exhibit I.A.3 and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by the Operator in Your living space.

**4. Furnishings/Appliances Provided by You.** Attached as Exhibit I.A.4. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by You in Your living space. Such Exhibit also contains any limitations or conditions concerning what type of appliances are not permitted (e.g., due to amperage concerns, etc.).

## **B. Basic Services.**

Pursuant to regulation at Title 18 of New York Codes, Rules, and Regulations (“18 NYCRR”), Section 487.7, the following services (“Basic Services”) will be provided to you, in accordance with your Individualized Services Plan.

**1. Meals and Snacks.** Three nutritionally well-balanced meals per day, served at regularly scheduled times, and unlimited amount of snacks are included in the Basic Care Rate, pursuant to 18 NYCRR §487.8.

The following modified diets will be available to You, if ordered by Your primary physician and included in Your Individualized Service Plan: Mechanical Soft, Puree, No Added Salt, Reduced Concentrated Sweets, and Finger Foods.

- Food and Drink are available to You 24 hours per day, 7 days a week in the following way(s): Meals are provided 3 times per day- Breakfast, lunch and dinner. Snacks and drinks are available at anytime. Access to meals outside of meal times can be done as requested by resident.

**2. Activities.** Pursuant to Title 18 of New York Codes, Rules and Regulations at Section 487.7(h), the Operator will provide an organized and diverse program of planned

activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.

**3. Housekeeping.** Pursuant to Title 18 of New York Codes, Rules and Regulations at Sections 487.9(h) and 487.11(j), the Operator will provide the following housekeeping services: : light general housekeeping tasks as sweeping, mopping, vacuuming, light dusting, cleaning of bathroom and bedding. Weekly housekeeping services, including routine maintenance (changing light bulbs, plumbing/heating repairs, assistance with hanging pictures, etc.) and cleaning of the common space and Your Apartment.

**4. Linen Service.** The Operator will provide a minimum of two (2) sheets; one (1) pillowcase, at least one (1) blanket, one (1) bedspread, and towels and washcloths, all clean and in good condition pursuant to Title 18 of New York Codes, Rules, and Regulations at Section 487.11(i)(8),(9).

**5. Laundry of your personal washable clothing.** The Operator will provide the following laundry services: The Operator will launder Your personal washable clothing once per week unless more frequent laundering is provided as part of a Service Care Package (as defined below). Clothing that requires dry cleaning is at Your expense.

**6. 24-hour Supervision.** Pursuant to Title 10 of New York Codes, Rules, and Regulations (NYCRR) Section 1001.10(g) and Title 18 NYCRR Section 487.7(d), the Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law and required by the New York State Department of Health.

**7. Case Management.** Per Title 10 of New York Codes, Rules, and Regulations (NYCRR) Section 1001.10(i) and Title 18 NYCRR Section 487.7(g), the Operator will provide case management services in accordance with law. Such case management services will be delivered by appropriate staff and include identification and evaluation of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests

**8. Personal Care.** Pursuant to Title 18 of New York Codes, Rules, and Regulations at Section 487.9(g)(2), the Operator will provide a minimum of three and three-quarter (3.75) hours per week of personal care services including:

- Wellness checks such as weight and blood pressure monitoring; and
- Basic assistance with personal care including some assistance with bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), feeding, medication acquisition, storage and disposal, assistance with self- administration of medication.

**9. Development of Individualized Service Plan.** An Individualized Service Plan will be developed to address the resident's needs per Public Health Law Section 4659 and regulation at Title 10 of New York Codes, Rules, and Regulations at Sections 1001.2(k), 1001.7(k), and 1001.10(c). This plan will be reviewed and revised every six (6) months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing care needs.

**C. Additional Services**

Exhibit I.C., attached to and made a part of this Agreement, describes in detail, any additional services, or amenities available for an additional or supplemental fee from the Operator directly or through arrangements with the Operator. Such exhibit states who would provide such services or amenities, if other than the Operator.

**D. Licensure/Certification Status.**

Per regulation at Title 10 of New York Codes, Rules and Regulations at Section 1001.8(f)(4)(iv), a listing of all providers offering home care or personal care services under an arrangement with the Operator, and a description of the licensure or certification status of each provider is set forth in Exhibit I.D. of this Agreement. Such Exhibit will be updated as frequently as necessary.

**II. Disclosure Statement**

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4) and (5), SL Sage Harbor, LLC as operator of the Sage Harbor at Baywinde hereby discloses the following, as required by Public Health Law Section 4658(3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D-1 of this Agreement.

2. SL Sage Harbor, LLC is licensed by the New York State Department of Health to operate Insert the Sage Harbor at Baywinde at 100 Kidd Castle Way, Webster, NY 14580 an Assisted Living Residence as well as an Adult Home.

Select all that apply:

The Operator does not have any additional certifications at this location.

The Operator is certified to operate, at this location, an Enhanced Assisted Living Residence.

The Operator is certified to operate, at this location, a Special Needs Assisted Living Residence.

This additional certification (or these additional certifications) may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive either Enhanced Assisted Living services or Special Needs Assisted

Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

The Operator is currently approved to provide:

- a. Enhanced Assisted Living services for up to a maximum of \_\_\_\_\_ persons.
- b. Special Needs Assisted Living services for up to a maximum of 24 persons

The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services and/or 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.** 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 living arrangements in accordance with New York State's regulatory requirements.

If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your living space within the Residence.

Following is a list of other health related licensure or certification status of The Operator or others providing services at the Residence: Special Needs Assisted Living Residence

**3.** The owner of the real property upon which the Residence is located is Health Care REIT, Inc.. The mailing address of such real property owner is 4500 Dorr Street, Toledo, OH 43615-4040 of the real property owner. The following individual is authorized to accept personal service on behalf of such real property owner: Health Care REIT, Inc., Corporation Service Company, 80 State Street, Albany, NY 12207-2543

**4.** The Operator of the Residence is SL Sage Harbor LLC. The mailing address of the Operator is 100 Kidd Castle Way, Webster, NY 14580. The following individual is authorized to accept personal service on behalf of the Operator: New York Secretary of State, New York Department of State, One Commerce Plaza, 99 Washington Street, Albany, New York 12231.

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

**6.** List any ownership interest in excess of ten percent (10%) (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of Insert the Name of the Facility, in the Operator. N/A

7. Outside Providers: Should it be necessary for You to receive health services not covered by fees under the Residency Agreement, You may receive such services from the health care provider of Your choice whether or not the Operator has an arrangement with the provider. In such situations, You will enter into a payment agreement directly with the health care provider. In certain circumstances, government programs such as Medicare or Medicaid may pay for these additional medical services.

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

9. Public funds: Public funds for payment for certain residential, supportive or home health services are available for eligible individuals, including but not limited to, availability of Medicare coverage of home care services.

10. The New York State Department of Health's toll free telephone number for reporting complaints regarding the services provided by the 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 Ombudsperson to advocate for the resident. The Local LTCOP telephone number is 585-287-6414. The NYSLTCOP web site is [www.ltombudsman.ny.gov](http://www.ltombudsman.ny.gov).

**12. Fees**

**A. Basic Rate.**

*Select all that apply*

- The Resident
- The Resident's Representative
- The Resident's Legal Representative

Other, please specify: \_\_\_\_\_

agree that they will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I. B. of this Agreement (the "Basic Rate"). The Basic Rate as of the date of this agreement is (\$6320.00 per month) or (\$\_\_\_194.00 per day).

**B. Tiered/Level of Care Fee Arrangements.**

The Residence

- does  does not utilize tiered fee arrangements.

Any "Tiered" fee arrangements, in which the amount of the Monthly Rate depends upon the types of services provided, the number of hours of care provided per week for some type of service and the fees for each "tier" of care, are set forth in detail in Exhibit III.A.2. and made a

part of the Agreement. Such exhibit describes the types of services provided, the number of hours of care provided per week for such service, the fees for each “tier” of care, and describes who will be providing care, if other than staff of the Operator.

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

Pursuant to Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4), 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.

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

A Supplemental fee must be at Resident option. In some cases, the law permits The Operator to charge an additional fee without the express written approval of The Resident (See section III.E).

Any charges for supplemental or additional fees by the Operator shall be made only for services and supplies that are actually supplied to the Resident. A Community fee is a one-time fee that the Operator may charge at the time of Admission. A Community fee cannot be used to cover administrative costs required by the Operator including, but not limited to, an application fee. The Operator must clearly inform the prospective Resident what the amount of the Community fee will be as well as any terms regarding refund 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 the Residence, or to reject the Community fee and thereby reject residency at the Residence.

**D. Rate or Fee Schedule.** Attached as Exhibit III.C. and made a part of this Agreement is a rate or fee schedule, covering both the Basic Rate and any Additional, Supplemental or Community fees, for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such rates, fees or charges.

### **E. Billing and Payment Terms**

In accordance with Title 10 of New York Codes, Rules and Regulations, Section 1001.8(f)(4)(xiv), the following information is presented. Payment is due by the 5<sup>th</sup> day of each month and shall be delivered to the Residence. If a payment is not received within five (5) days of the due date, a late charge of \$ 350 ( three hundred fifty Dollars) will be charged.

In the event the Resident, Resident’s Representative or Resident’s legal representative, as applicable, is no longer able to pay for services provided for in this Agreement or additional services or care needed by the Resident, the Operator will assist You in locating an appropriate alternate placement, in accordance with Section XVI of this Agreement.

Please refer to Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xv).

Such procedures are in accordance with the provisions regarding termination of the agreement set forth in Section XIII.

**F. Adjustments to Basic Rate or Additional or Supplemental Fees.**

1. Per Title 10 of New York Codes, Rules, and Regulations, section 1001.8(b)(2)(xvi), You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, except in the following circumstances:

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

(b) If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written notice.

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

2. 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.

**G. Bed Reservation**

The following is provided in accordance with Title 18 of New York Codes, Rules, and Regulations at Section 487.5(d)(6)(xvii).

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The Operator agrees to reserve Your Apartment indefinitely as long as you have paid the Basic Care Rate in accordance with Section II.A of this Agreement.

A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space but must provide the Operator with any required notice.

**13. Refund/Return of Resident Monies and Property**

The following is provided pursuant to Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xvi). Upon termination of this agreement or at the time of Your discharge,

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

The Operator must also return at the time of Your discharge, but in no case more than three (3) business days after Your discharge, any of Your money or property which comes into the possession of the Operator after Your discharge.

The Operator must refund on the basis or a per diem proration any advance payment(s) which You have made. If You die, the Operator must turn over Your property to the legally authorized representative of Your estate.

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

#### **14. Transfer of Funds or Property to Operator**

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

#### **15. Temporary Hold of Property or Items of Value Held in the Operator's Custody for You**

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

#### **16. 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. Please refer to Title 10 of New York Codes, Rules, and Regulations at Section 1001.9.

#### **17. Tipping**

In accordance with Title 18 of New York Codes, Rules, and Regulations at Section 487.10(g)(7), the Operator must not accept, nor allow Residence staff or agents to accept, any tip or gratuity in any form for any services provided or arranged for as required by statute, regulation, or agreement.

#### **18. Personal Allowance Accounts**

Some recipients of Supplemental Security Income (SSI) may be entitled to a monthly personal allowance in accordance with Social Services Law.

The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DOH-5195) with You or Your Representative.

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

SSI is a federal program for those who meet the definition of disabled and have limited income and resources. Information regarding SSI is available at <https://otda.ny.gov/programs/disability-determinations/>.

SNA provides cash assistance to eligible individuals who meet specific criteria. SNA information is available online at <https://otda.ny.gov/programs/temporaryassistance/>.

You must complete the following:

- I receive SSI funds                      or                       I have applied for SSI funds
- I receive SNA funds                      or                       I have applied for SNA funds
- I do not either SSI or SNA funds

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

Please refer to Title 18 of New York Codes, Rules, and Regulations at Sections 485.12, 487.5(d)(6)(xii), 487.6, and 487.10(f).

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

The following is made known per Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xii).

- (1) Under the law which governs Assisted Living Residences (Public Health Law Article 46-B), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. An operator shall not exclude an individual on the basis of 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.

- (2) The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
- (3) The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.
- (4) If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the “Enhanced Assisted Living Residence Addendum” will apply.
- (5) If You are being admitted to a Special Needs Assisted Living Residence, the “Special Needs Assisted Living Residence Addendum” will apply.
- (6) If You are residing in a “Basic” Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.
- (7) Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
  - a. 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.
- (8) 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 evaluated as requiring 24-hour skilled

nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

**20. Rules of the Residence**

The Rules of the Residence are set forth in the Resident Handbook that has been provided to You. Responsibilities of Resident, Resident’s Representative and Resident’s Legal Representative.

By signing this Agreement, You acknowledge that you have received a copy of the Community’s Resident Handbook.

**21. Responsibilities of Resident, Resident’s Representative and Resident’s Legal Representative**

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

- (1) Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
- (2) Supply of personal clothing and effects.
- (3) Payment of all medical expenses including transportation for medical purposes, except when payment is available under Medicare, Medicaid or other third-party coverage.
- (4) At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
- (5) Informing the Operator promptly of any 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.
  - a. The Resident’s Representative shall be responsible for the following: \_\_\_\_\_  
\_\_\_\_\_
  - b. The Resident’s Legal Representative, if any, shall be responsible for the following: \_\_\_\_\_  
\_\_\_\_\_

**22. Termination and Discharge**

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xiii), this Residency Agreement and residency in The Residence may be terminated in any of the following ways:

- (1) By mutual, written agreement between You and the Operator;
- (2) Upon thirty (30) days' written notice from You or Your Representative to the Operator of Your intention to terminate the Agreement and leave the facility;
- (3) Upon thirty (30) days' written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this agreement as the responsible party and/or any person designated by You. 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.

The grounds upon which involuntary termination may occur are:

- (1) You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide.
- (2) If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else.
- (3) You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty (30) day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.
- (4) You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence.
- (5) The Operator has had their operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility.
- (6) A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly

transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, the notice will include the date of the termination 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, in order to terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of the Operator.

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

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

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

### **23. Transfer**

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

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

If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this

Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been 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.

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

#### **24. Resident Rights and Responsibilities**

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

#### **25. Complaint Resolution**

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in The Residence's operations and programs are attached as Exhibit XVI and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of The Residence. Please refer to regulation at Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(x).

The Operator agrees that the Residents of The Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by such Residents' Organization and to provide a written report to the Residents' Organization that addresses the same.

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

#### **26. Miscellaneous Provisions**

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

(4) Waiver by the parties of any provision in this Agreement that is required by statute or regulation shall be null and void.

**H. Notice.** Notices required by this Agreement shall be in writing and delivered either by personal delivery, mail, or email. If delivered by mail, notices shall be sent by Express Mail, or by certified or registered mail, return-receipt-requested, with all postage and charges prepaid. All notices and other written communications required under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice by the party whose address has changed.

If to the Operator:

Sage Harbor at Baywinde  
100 Kidd Castle Way  
Webster, NY 14580  
ATTENTION: EXECUTIVE DIRECTOR  
EMAIL: 502edbom@seniorlifestyle.com

If to the Resident:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EMAIL: \_\_\_\_\_

With a copy to Resident's Legal Representative:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EMAIL: \_\_\_\_\_

**27. 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: April 24, 2024

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

Dated: April 24, 2024

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

Dated: April 24, 2024

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

Dated: April 24, 2024

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

(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, provide to You, that are not covered by the Basic Rate: Basic Care Rate, Level of Care Fees and Additional Services Fees from Your personal funds (other than Your personal needs allowance).

Dated: April 24, 2024

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

\_\_\_\_\_  
Guarantor's Name and SSN (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

Dated: April 24, 2024

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

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

**SAGE HARBOR AT BAYWINDE**  
**SPECIAL NEEDS ASSISTED LIVING RESIDENCE**  
**ADDENDUM TO**  
**RESIDENCY AGREEMENT**

This is an addendum to a Residency Agreement made between SL Sage Harbor, LLC doing business as Sage Harbor at Baywinde (the “Operator”), \_\_\_\_\_ (the “Resident” or “You”), \_\_\_\_\_ (the “Resident’s Representative”, if any) and N/A (the “Resident’s Legal Representative,” if any). Such Residency Agreement is dated April 24, 2024.

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 Residence at Sage Harbor at Baywinde located at 100 Kidd Castle Way, Webster, NY 14520.

II. Request for and Acceptance of Admission

You have requested to become a Resident at this Special Needs Assisted Living Residence (“the Residence”), and the Operator has accepted Your request.

III. Specialized Programs, Staff Qualifications and Environmental Modifications

Specialized services to be provided in the Residence include daily activities tailored to challenge Residents with dementia. The activities program is supervised by a Registered Professional Nurse.

Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to perform and carryout the tasks that Residents require. The Residence will be staffed with direct care personnel, a program director, a qualified activities director and case manager. Other staff not specifically assigned to the Residence are available to attend to needs of Residents that arise. The staffing plan will be adjusted to meet the needs of the Residents.

Each of our personal care aides, home health aides, and nurses receive comprehensive training on effectively and respectfully meeting the needs of persons with dementia. The training includes methods on successfully cuing such individuals to independently perform personal care tasks, coordinating care with the Resident and their family, and wandering prevention.

The Residence is organized as a secured unit that is equipped with delayed egress doors to prevent wandering. Window openings are limited to prevent accidents and elopement. The entire facility 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 Residents to safely enjoy the outdoors.

The Residence has its own dining room to allow for staff to accommodate Resident's needs and dining schedule preferences and variations.

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: April 24, 2024

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

Dated: April 24, 2024

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

Dated: April 24, 2024

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

Dated: April 24, 2024

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

**SAGE HARBOR AT BAYWINDE**

**EXHIBIT I.A.1  
IDENTIFICATION OF ROOM**

RESIDENT NAME: \_\_\_\_\_

UNIT #: 15

UNIT TYPE: STUDIO MEMORY CARE

UNIT LOCATION: 100 KIDD CASTLE WAY, ROCHESTER, NY

UNIT DESCRIPTION: STUDIO

## **SAGE HARBOR AT BAYWINDE**

### **EXHIBIT I.A.3 FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR**

- As a resident of an Adult Home, in accordance with Section 487.11(i)(4) of Title 18, New York Codes Rules, and Regulations, the Operator will provide you with: a standard single bed, well-constructed, in good repair, and equipped with clean springs maintained in good condition; a clean, comfortable, well-constructed mattress, standard in size for the bed; and a clean comfortable pillow of average bed size.
- a chair;
- a table;
- a lamp;
- lockable storage facilities, which cannot be removed at will, for personal articles and medications;
- individual dresser and closet space for the storage of resident clothing;
- a hinged, lockable entry door;
- in the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy; and
- two (2) sheets; pillowcase; at least one (1) blanket; a bedspread; towels and washcloths; soap; and toilet tissue.

**SAGE HARBOR AT BAYWINDE**

**EXHIBIT I.A.4.  
FURNISHINGS/APPLIANCES PROVIDED BY YOU**

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

- |                                     |                                       |
|-------------------------------------|---------------------------------------|
| <input type="checkbox"/> Bed        | <input type="checkbox"/> Bath Linens  |
| <input type="checkbox"/> Nightstand | <input type="checkbox"/> Wastebasket  |
| <input type="checkbox"/> Drawer     | <input type="checkbox"/> Couch        |
| <input type="checkbox"/> Chair      | <input type="checkbox"/> Easy Chair   |
| <input type="checkbox"/> Bed Linen  | <input type="checkbox"/> Table        |
| <input type="checkbox"/> Pillow     | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Bed Spread | <input type="checkbox"/> Other: _____ |

Residents are **NOT ALLOWED** to bring the items below: Items that may be a fire hazard including: (i) smoking in other than designated areas; (ii) portable electric space heaters; (iii) self-contained, fuel-burning space heaters; (iv) nonmetal containers for furnace ashes; (v) accumulation of combustible materials in any part of the building; (vi) storage of flammable or combustible liquids in anything other than closed containers listed by an acceptable testing laboratory; (vii) cooking appliances in resident's room; and (viii) overloaded electrical circuits.

All items need to be clean, safe and in serviceable condition. We reserve the right to refuse any item that is soiled, unsanitary or unsafe.

**SAGE HARBOR AT BAYWINDE**

**EXHIBIT I.C.**

**ADDITIONAL SERVICES, SUPPLIES OR AMENITIES**

<b>Item</b>	<b>Additional Charge:</b>	<b>Provided By:</b>
<b>Food Service:</b>		
Guest Meals	\$8- breakfast, \$16- Dinner, \$10- supper	Operator
Guest meals for aides/companions: If you have a paid private aide or other companion that lives with you a guest meal package is available that includes one meal per day	\$ \$8 breakfast \$16 Dinner \$10 Supper	Operator
Catering and Special Events	\$ Based off of selection of meal	Operator
Other, specify:	\$	
<b>Wellness:</b>		
Pendant Replacement (optional)	\$ Included	Operator
Medical Transport Medical Transportation charges included here are those over and above Medicare,	\$ Included	Services provided by the community.

Medicaid, and Third-Party Payment.		
Other, specify:	\$	
<b>Housekeeping &amp; Maintenance:</b>		
Carpet Cleaning: Spot Only (beyond normal maintenance)	\$ included	Operator
Carpet Cleaning: Additional Shampooing (beyond normal maintenance)	\$ 30	Operator
Internal move/transfer to another apartment fee: If a resident chooses to move to another apartment, an internal move fee will be charged. No fee is charged if the move is required.	\$ 50	Operator
Key replacement	\$ 5	Operator
Pet Fee (check all that apply) <input checked="" type="checkbox"/> One-Time <input type="checkbox"/> Monthly  <input type="checkbox"/> Refundable  <input type="checkbox"/> Non-Refundable	\$ 250	Operator
<b>Utilities</b>		
Local & long distance telephone service	\$ 35	Arranged by Resident with service provider

Cable television – Basic services included; additional channels not included.	\$ paid by resident	Arranged by Resident with service provider
<b>Miscellaneous</b>		
Salon and spa	\$ paid by resident	Beautician
Dry Cleaning	\$ paid by resident	Arranged by resident and/or family.
Transportation to Community Events/Cultural Activities	\$ included	Provided by the community

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

**SAGE HARBOR AT BAYWINDE**

**EXHIBIT I.D**

**LICENSURE/CERTIFICATION STATUS OF PROVIDERS**

At this time there are no providers offering home care or health care services under any arrangement with the Operator. The Community, however, will make every effort to assist you in obtaining appropriate home care or health care services if You so desire, and will coordinate the care provide by the operator and the additional nursing, medical and/or hospice services.

At this time the following providers offer  home care  health care services under an existing arrangement with the Operator:

<b>Service</b>	<b>Provider</b>	<b>Licensure/Certification</b>

## **SAGE HARBOR AT BAYWINDE**

### **EXHIBIT III.A.2**

#### **TIERED FEE ARRANGEMENTS**

All residents receive Basic Services in addition to their Housing Accommodations as part of their Basic Rate. Basic Services include reminders (e.g., meals, showers, etc.); wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), feeding, medication acquisition, storage and disposal, and assistance with self-administration of medication.

As an Adult Home Resident, You will be provided a minimum of three-quarter (3.75) hours per week of Personal Care, as outlined above.

The Residence  does  does not utilize tiered fee arrangements.

Tiered Fees are determined by a comprehensive assessment by a licensed representative of the Community, in consultation with Your physician, during the following events: prior to move-in; whenever there are significant changes in Your needs; upon Your physician's request; and every 6 months after your move-in. If the comprehensive assessment indicates that you require services in excess of the 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 fees, as follows:

**SAGE HARBOR AT BAYWINDE**

**EXHIBIT III.B**

**SUPPLEMENTAL, ADDITIONAL, OR COMMUNITY FEES**

**(SEE ATTACHED.)**

The following services, supplies or amenities are optional and available to the Resident, should they desire such service. These items are available from the Operator directly or through arrangements with the Operator for the following additional charges:

<b><u>Item</u></b>	<b><u>Additional Charge</u></b>	<b><u>Provided By</u></b>
<b>Business Services</b>		
Insufficient Funds Fee ( <i>bounced check</i> )	\$ 350 /check	Operator
Fee for Moving To Another Unit* ( <i>not applicable for medical needs</i> )	\$ 50 /move	Operator
<b>Clerical Services</b>		
Photocopies	\$ no charge	Operator
Fax- Outgoing	\$ no charge	Operator
Fax- Incoming	\$ no charge	Operator
<b>Maintenance Services</b>		
Customized Maintenance Services	\$ 30 /hour (min. ½ hour)	Operator

<b>Miscellaneous</b>		
Additional Transportation Services <i>(Note: Based on availability; requires at least 24 hours written notice)</i>	\$ .62 /mile add'l over 12 mile radius	Operator

**SAGE HARBOR AT BAYWINDE**

**EXHIBIT III.C**

**RATE OR FEE SCHEDULE G**

**Resident name:** \_\_\_\_\_

**Unit #:** \_\_\_\_\_ 15 \_\_\_\_\_

**I. Your Basic Rate** **\$**

**(Housing Accommodations and Services + Basic Services)**

The Basic Rate includes costs associated Housing Accommodations and Basic Services as outlined in Section 1.A and B of this Agreement. Fees associated with this Basic Rate are outlined below:

**Housing Accommodations and Services:** \$ 6320.00

<b>Living Space</b>	<b>Monthly Fee</b>
<input checked="" type="checkbox"/> include the type of living space (ie, 1 bedroom, private) with square footage.	\$ 6320.00
<input type="checkbox"/>	\$
<input type="checkbox"/>	\$
<input type="checkbox"/>	\$

**Basic Services: \$**

*Including a minimum of 3.75 hours of personal care services including include reminders (e.g., meals, showers, etc.); wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), feeding, medication acquisition, storage and disposal, and assistance with self- administration of medication.*

**J. Your Tiered Billing Rate** **\$**

The Residence  does  does not utilize tiered fee arrangements.

The assessment conducted, in consultation with Your Physician has determined that the following Level of Care is appropriate to provide You with the services You need. You, Your Representative, or Your Legal Representative agree to pay the additional fees required.

Level of Care: \_\_\_\_\_

Monthly Rate: \_\_\_\_\_

**K. Your Supplemental or Additional Fees \$**

You have opted to receive the following supplemental or additional fees, outlined in Exhibit III.B:

**YOUR TOTAL MONTHLY RATE \$**

Your Basic Rate + Your Tiered Billing Rate + Your Supplemental or Additional Fees

**Community Fee: \$**

The Residence  does  does not charge a one-time Community Fee, as outlined in Exhibit III.B of this Agreement. A Community Fee is due \$3,995

**Your Total Move-In Costs: \$**                      **Refer to addendum to lease attached**

**SAGE HARBOR AT BAYWINDE**

**EXHIBIT V  
TRANSFER OF FUNDS OR PROPERTY TO OPERATOR**

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

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

**SAGE HARBOR AT BAYWINDE**

**EXHIBIT VI.**

**PROPERTY/ITEMS HELD BY OPERATOR FOR YOU**

Complete and attach the DOH-5194 here.

**SAGE HARBOR AT BAYWINDE**

**EXHIBIT XV.**

**RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES**

RESIDENT'S RIGHTS AND RESPONSIBILITIES SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

(A) EVERY RESIDENT'S PARTICIPATION IN ASSISTED LIVING SHALL BE VOLUNTARY, AND PROSPECTIVE RESIDENTS SHALL BE PROVIDED WITH SUFFICIENT INFORMATION REGARDING THE RESIDENCE TO MAKE AN INFORMED CHOICE REGARDING PARTICIPATION AND ACCEPTANCE OF SERVICES;

(B) EVERY RESIDENT'S CIVIL AND RELIGIOUS LIBERTIES, INCLUDING THE RIGHT TO INDEPENDENT PERSONAL DECISIONS AND KNOWLEDGE OF AVAILABLE CHOICES, SHALL NOT BE INFRINGED;

(C) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVATE COMMUNICATIONS AND CONSULTATION WITH HIS OR HER PHYSICIAN, ATTORNEY, AND ANY OTHER PERSON;

(D) EVERY RESIDENT, RESIDENT'S REPRESENTATIVE AND RESIDENT'S LEGAL REPRESENTATIVE, IF ANY, SHALL HAVE THE RIGHT TO PRESENT GRIEVANCES ON BEHALF OF HIMSELF OR HERSELF OR OTHERS, TO THE RESIDENCE'S STAFF, ADMINISTRATOR OR ASSISTED LIVING OPERATOR, TO GOVERNMENTAL OFFICIALS, TO LONG TERM CARE OMBUDSMEN OR TO ANY OTHER PERSON WITHOUT FEAR OF REPRISAL, AND TO JOIN WITH OTHER RESIDENTS OR INDIVIDUALS WITHIN OR OUTSIDE OF THE RESIDENCE TO WORK FOR IMPROVEMENTS IN RESIDENT CARE;

(E) EVERY RESIDENT SHALL HAVE THE RIGHT TO MANAGE HIS OR HER OWN FINANCIAL AFFAIRS;

(F) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVACY IN TREATMENT AND IN CARING FOR PERSONAL NEEDS;

(G) EVERY RESIDENT SHALL HAVE THE RIGHT TO CONFIDENTIALITY IN THE TREATMENT OF PERSONAL, SOCIAL, FINANCIAL AND MEDICAL RECORDS, AND SECURITY IN STORING PERSONAL POSSESSIONS;

(H) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE COURTEOUS, FAIR AND RESPECTFUL CARE AND TREATMENT AND A WRITTEN STATEMENT OF THE SERVICES PROVIDED BY THE RESIDENCE, INCLUDING THOSE REQUIRED TO BE OFFERED ON AN AS-NEEDED BASIS;

(I) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE OR TO SEND PERSONAL MAIL OR ANY OTHER CORRESPONDENCE WITHOUT INTERCEPTION OR INTERFERENCE BY THE OPERATOR OR ANY PERSON AFFILIATED WITH THE OPERATOR;

(J) EVERY RESIDENT SHALL HAVE THE RIGHT NOT TO BE COERCED OR REQUIRED TO PERFORM WORK OF STAFF MEMBERS OR CONTRACTUAL WORK;

(K) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE SECURITY FOR ANY PERSONAL POSSESSIONS IF STORED BY THE OPERATOR;

(L) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE ADEQUATE AND APPROPRIATE ASSISTANCE WITH ACTIVITIES OF DAILY LIVING, TO BE FULLY INFORMED OF THEIR MEDICAL CONDITION AND PROPOSED TREATMENT, UNLESS MEDICALLY CONTRAINDICATED, AND TO REFUSE MEDICATION, TREATMENT OR SERVICES AFTER BEING FULLY INFORMED OF THE CONSEQUENCES OF SUCH ACTIONS, PROVIDED THAT 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;

(M) EVERY RESIDENT AND VISITOR SHALL HAVE THE RESPONSIBILITY TO OBEY ALL REASONABLE REGULATIONS OF THE RESIDENCE AND TO RESPECT THE PERSONAL RIGHTS AND PRIVATE PROPERTY OF THE OTHER RESIDENTS;

(N) EVERY RESIDENT SHALL HAVE THE RIGHT TO INCLUDE THEIR SIGNED AND WITNESSED VERSION OF THE EVENTS LEADING TO AN ACCIDENT OR INCIDENT INVOLVING SUCH RESIDENT IN ANY REPORT OF SUCH ACCIDENT OR INCIDENT;

(O) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE VISITS FROM FAMILY MEMBERS AND OTHER ADULTS OF THE RESIDENT'S CHOOSING WITHOUT INTERFERENCE FROM THE ASSISTED LIVING RESIDENCE;

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; HOWEVER, PROVIDING ADDITIONAL SERVICES TO A RESIDENT SHALL NOT BE CONSIDERED A FEE INCREASE PURSUANT TO THIS PARAGRAPH; AND

(Q) EVERY RESIDENT OF AN ASSISTED LIVING RESIDENCE THAT IS ALSO CERTIFIED TO PROVIDE ENHANCED ASSISTED LIVING AND/OR SPECIAL NEEDS ASSISTED LIVING SHALL HAVE A RIGHT TO BE INFORMED BY 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.

## **SAGE HARBOR AT BAYWINDE**

### **EXHIBIT XVI.**

#### **OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS**

Sage Harbor at Baywinde is proud of its reputation for providing quality care. However, from time to time an issue may arise that you feel warrants further attention.

If you have a concern or a recommendation, please bring it to management's attention. The Executive Director, Director of Wellness, or Business Office Manager will be happy to meet with you at a convenient time to discuss any questions or concerns about the care provided at Sage Harbor at Baywinde. You have the opportunity to express your concerns regarding the services provided by Sage Harbor at Baywinde without threat or fear of reprisal or discrimination.

If you wish to express your concern or recommendation in writing, you may do so by completing a Suggestion Form, which may be obtained in the library. This form will help us to respond to your concern as quickly as possible. Submit the Suggestion Form to the Concierge or the Executive Director.

If you prefer to express your concern or suggestion anonymously, you may do so by leaving the completed Suggestion Form in the box outside the Business Office. The Suggestion Forms will be reviewed by the Executive Director.

Sage Harbor at Baywinde management will evaluate your concern/suggestion and will initiate action or a resolution in a timely manner. In most cases, you should see a resolution to your concern within one business day. Occasionally, a conference may be requested to help solve a complex issue. Unless you have expressed your concern anonymously, Sage Harbor at Baywinde management will advise you personally of the action taken to address your concern/suggestion. Responses to anonymous submissions will be brought to a Resident Council meeting.

If you feel that we failed to resolve your concern to your satisfaction, you have the right to contact an outside agency to investigate your complaint, The New York State Department of Health Hotline number is 1-800-663-6114. You also may contact:

Frankie Knighton, Vice President of Operations or Designee  
Senior Lifestyle Corporation  
303 East Wacker Drive, Suite 2400  
Chicago, IL 60606

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## **Exhibit D-1**

# **CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE**

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## **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 provide assistance with daily living. The ALR is just one of the many residential community-based care options.

The New York State Department of Health's (DOH) website provides information about the different types of long-term care at [www.nyhealth.gov/facilities/long\\_term\\_care/](http://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](http://www.aging.ny.gov/ResourceGuide/Housing.cfm) .

A glossary for definitions of terms and acronyms used in this guide is provided on pages 10 and 11.

## **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 helps 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:

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

The Basic ALR is designed to meet the individual's social and residential needs, while also encouraging and assisting with activities of daily living (ADLs). However, a licensed ALR may also be certified as an Enhanced Assisted Living Residence (EALR) and/or Special Needs Assisted Living Residence (SNALR) 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. If he or she later becomes confined to a wheelchair and needs help transferring, they can remain in the Enhanced ALR.

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 to assist residents to find the right residential setting to safely meet their needs.

***Comparison of Types of ALRs***

**ALR EALR SNALR**

	<b>ALR</b>	<b>EALR</b>	<b>SNALR</b>
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, transferring, 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 dislike about each residence is helpful to review before making a decision.

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

**Location:** Is the residence close to family and friends?

**Licensure/Certification:** Find out the type of license/certification a residence has and if that certification 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 to medical appointments or 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 in 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 visit, eat a meal. This will address the quality and type of food available. If, for cultural or medical reasons, a special diet is required, can these types of meals be prepared?

**Communication:** If English is not the first language and/or there is some difficulty communicating, is there staff available to communicate in the language necessary? If 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 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, functional and mental health evaluation (where appropriate or required) to determine what care is needed. This must be completed by a physician 30 days prior to admission. Check with staff at the residence for the required 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 Residency 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](http://www.nyhealth.gov/facilities/assisted_living/docs/model_residency_agreement.pdf).

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

**Disclosure Statement:** This statement includes information that must be made known to an individual before signing the residency agreement. This information should include: licensure, ownership, availability of 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 in order to qualify to live in the ALR. Does the residence require a deposit or fee before moving in? Is the fee refundable, and, if so, what are the conditions for the refund?

**Before Signing Anything:** Review all agreements before signing anything. A legal review of the documents may provide greater understanding. Understand any long term care insurance benefits. Consider a health 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](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](http://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 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 room is an apartment setting, i.e. kitchen, larger living space, etc. Residences for adults provide the same services as adult 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 (IADL's):** 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 for 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.

**SAGE HARBOR AT BAYWINDE**

**EXHIBIT XIII  
RULES OF THE RESIDENCE**

**[SEE ATTACHED]**

# **WELCOME!**

**We are very pleased to welcome you to your new home.**

**Here is your new phone number and address.**

**My new phone number is:**

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**My new address is:**

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**(Your Name)**

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# WELCOME TO SAGE HARBOR AT BAYWINDE

The Staff of *Sage Harbor at Baywinde* welcomes you to your new home. We are very pleased that you have chosen our community and we look forward to providing you with the quality service and care that you deserve.

We understand that moving into a new home is not always easy and expect that you will have questions and concerns during this transition period. There are plenty of friendly faces and helping hands here, so if you have a question... just ask! Our staff is available 24 hours during the day or night and is glad to assist you.

It is our mission to help you remain as independent as possible. Our team members are available to help you throughout the day, and we know that you will enjoy the many challenging, educational, and fun activities that are planned for you.

Please use this handbook as a reference guide to *Sage Harbor at Baywinde*. Inside you will find information on many topics that are important as you get settled in your new home. Look it over at your leisure. Please don't hesitate to call me or stop any of our staff members if you have questions.

Welcome to *Sage Harbor at Baywinde!*

Sincerely,

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Executive Director

## OPERATING PHILOSOPHY

Our mission is to achieve high customer satisfaction by providing *unmatched value* and hospitality through the delivery of superior assisted living services to seniors. Our residential style community is designed so that our residents are able to maintain their independence while receiving the individual care they need.

The philosophy of *Sage Harbor at Baywinde* consists of five key concepts: Living, Respect, Community, Independence, and Teamwork.

### Living

We believe that every day is precious. A new day provides many opportunities for us to laugh, enjoy friendships, challenges, and explore new activities. Our staff is committed to assist each resident in a personal way that allows them to live each day in the best way possible.

### Respect

We believe in having an honest respect for the privacy and individuality of our residents. With this in mind, we constantly work to perfect our services by catering to our residents' personal needs and desires.

### Community

We call **Sage Harbor at Baywinde** a “community” and we encourage that sense of community among our staff and residents alike.

### Independence

We help our residents to enhance the quality of their own lives by enabling them to enjoy the maximum level of independence possible.

### Teamwork

Because ours is a team effort involving staff, residents, families, and friends, each must have a sincere belief that what they have to contribute is vitally important to our success.

# RESIDENCY POLICY

It is the policy of *Sage Harbor at Baywinde* Adult Home Program to admit residents into our community and provide services without distinction due to color, race, religion, national origin, or handicap.

*Sage Harbor at Baywinde* complies fully with:

1. Title VI of the Civil Rights Act of 1964
2. Section 504 of the Rehabilitation Act of 1973
3. The Age Discrimination Act of 1975
4. The Americans with Disabilities Act of 1990

# Sage Harbor at Baywinde

## Resident Handbook

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# Meet the Staff of Sage Harbor at Baywinde!

- Executive Director..... Amanda Bement
- Business Office Manager..... Stacy Psomiadis
- Assisted Living Director..... Marie Pagliuso
- Memory Care Director..... Shewit Gebremariam
- Director of Sales & Marketing..... Sally Cramer
- Director of Dining Services..... Taylor Patane
- Director of Resident Programs..... Maggie McNamara
- Building Services Director..... Joe Davis

## APPLIANCES and ELECTRICAL SAFETY

Your safety and well-being is our top priority. To reduce the risk of smoke or fire caused by use of unsafe electrical appliances, our Building Services Director will inspect all electrical appliances brought into *Sage Harbor at Baywinde* for resident use. All personal electrical items, extension cords, and light fixtures will be checked for bare wires, frayed cords, and appropriateness to our community.

Ordinary extension cords or multiple plug outlets **will not be** permitted for use at *Sage Harbor at Baywinde*. Heavy-duty extension cords and multiple plug (“power strip”) outlets with built-in circuit breakers, which are less than 6 feet in length and UL listed, will be permitted after approval by our Building Services Director. Only one power strip is permitted for each apartment.

All electrical items brought into *Sage Harbor at Baywinde* for resident use must bear the seal of approval of the Underwriters Laboratories (“UL Approved”). *Sage Harbor at Baywinde* reserves the right to disallow the use of any electrical items that are determined to be unsafe. Any electrical items that are deemed inappropriate or unsafe for resident use will be returned to you or a family member, and will be marked as “unsafe” for resident use.

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## COMMUNITY ATMOSPHERE AND DRESS CODE

It is our wish that every Resident enjoys *Sage Harbor at Baywinde* as his or her home. Many others also enjoy living at *Sage Harbor at Baywinde* and the warm and friendly community atmosphere shared by our residents, families, friends, and staff.

This sense of community requires good citizenship from everyone, or it can be easily upsetting. We know that you would not want to live in a community that tolerated behavior that is disrespectful, dangerous, inconsiderate, or otherwise unpleasant and/or inappropriate.

### DRESS CODE

*Sage Harbor at Baywinde* is your home and we want you to be comfortable here. Our every day dress is casual but there may be special occasions when you will want to dress up. We do insist that sleepwear not be worn to the dining room or in the main common areas. Modest loungewear is permitted occasionally in the Lounge closest to your apartment after 9 pm. Also, for your safety and health, appropriate footwear must be worn outside your apartment.

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## FRONT DESK and RECEPTION

You will hear this frequently at **Sage Harbor at Baywinde!** Our Mission is to provide the best customer service – to make your life at *Sage Harbor at Baywinde* as comfortable as possible. Our Front Desk staff members will be able to answer many questions you may have. If they cannot answer your question, they will find out the answer for you or refer you to the appropriate person. Simply dial 585-670-7000 for the receptionist from your apartment phone.

Also available at the Front Desk:

- Dry cleaning pick-up and delivery
- Change of address cards
- Maintenance request forms
- Outgoing mail (oversized envelopes or packages)
- Postage stamps
- Guest meal reservations

Please let us know how we may be of service to you!

In addition, Sage Harbor at Baywinde's Sign In and Guest Book are located at the Front Desk. Please be sure to read the section on Security in this handbook.

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## FURNITURE

As a resident of **Sage Harbor at Baywinde**, you are encouraged to personally furnish your apartment with items that are important to you and that reflect your personal taste.

We encourage you to bring your own items of furniture. However, if you prefer, we will provide you with the following items::

- Standard, single bed
- Chair
- Bedside table

- Shaded lamp
- Individual dresser, for the storage of clothing
- Dishes, glasses, utensils
- Household liens including a pillow, pillow case, two sheets, a blanket, a bedspread, towels and washcloths
- Household supplies and equipment including soap and toilet tissue
- Lockable storage box for personal articles and medications

Items you should bring with you are personal toiletries, seasonally appropriate clothing, personal items and pictures, and a television and/or radio. Please keep in mind that all items need to be clean, safe and in serviceable condition. We reserve the right to refuse any item that is soiled, unsanitary or unsafe.

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## INFORMATION SHEET

When you move-in to *Sage Harbor at Baywinde*, you will be asked to provide information for a Personal Data Sheet. The information on this form is strictly confidential and is required by state law to be on file in our office.

We will ask for family contact information, where to send monthly billing statements, and demographic information that we are required to provide the State of New York on an annual basis.

Should there be any changes in names, addresses, or phone numbers of your family or interested party contacts, please inform the Executive Director as soon as possible.

## INSPECTION REPORTS

Periodically, *Sage Harbor at Baywinde* is inspected by the State of New York to ensure that the quality of care we provide meets the highest of standards. It is the policy of *Sage Harbor at Baywinde* to share the results of our inspection with all residents, visitors, and staff.

Survey results will be posted at the Concierge Station in the front entry. If you would like assistance in reviewing a copy of our most recent survey, please ask to see the Executive Director, who will be glad to assist you.

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## INSURANCE INFORMATION

We are proud of the fact that we can offer so many additional services to make your life healthier and easier! Our staff will be pleased to assist you in arranging for therapy services, a podiatrist, a dentist, or an ophthalmologist. In order to assure prompt and accurate reimbursement for these services, we ask that you provide us with copies of your Medicare and/or insurance cards for billing purposes. If there are any changes to your coverage, please be sure to share that information with the Executive Director.

### Medicare

Medicare is a federal insurance program administered by the Social Security Administration for those persons over age 65 or disabled. *Sage Harbor at Baywinde* is licensed by the State of New York as an Adult Care Facility with an Adult Home and Assisted Living Residence License. Currently, Medicare does not pay for expenses incurred in Adult Care Facilities. If you need more information about Medicare, please see the Executive Director or call Social Security Medicare Division.

### Medicaid

Medicaid is an assistance program administered by the State of New York through the Monroe County Department of Social Services. The

Medicaid program is funded by the State and Federal Governments and is available to low-income individuals requiring health care services.

*Sage Harbor at Baywinde* is licensed by the State of New York as an Adult Care Facility with an Adult Home and Assisted Living Residence License. Currently, Medicaid does not pay for room and board, or other expenses incurred in Adult Care Facilities. If you need information on Medicaid, please see the Executive Director.

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## LOCKS AND DUPLICATE KEYS

For your safety and security, the door to your apartment is equipped with a secure lockset. At the time of your move-in you will be given a key to your apartment and a separate key for your mailbox. Should you lose either of them, we will be happy to replace them. Your keys must be returned to **Sage Harbor at Baywinde** should you move.

Our staff key policy requires that staff members, who might need access to resident apartments during their shift, sign out those keys at the beginning of their shift and return them at the end of their shift.

We instruct our staff members to knock on your door and wait for a response before entering. If you are not going to be home on the scheduled housekeeping day, please inform our Front Desk so that we may re-schedule your housekeeping time. If you choose, you may give your permission for our staff to enter your apartment in your absence to complete housekeeping or maintenance tasks.

Please keep in mind that we do keep a master key for each apartment that may be used for emergency access in the event you activate your emergency call system.

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## PET VISITORS

**Pet Visitors**- We love animals! However, in a community setting it is important to respect those who may not be fond of animals. In some cases, residents may be allergic. Pets may be permitted to visit, when on a leash or in a carrier and with prior approval from the Executive Director. Pets may be easily frightened by strangers, or a new environment. Please exercise caution and common sense when bringing in a pet to visit! Please provide the front desk with a copy of updated injections.

## RESIDENT COUNCIL

All residents of *Sage Harbor at Baywinde* are invited and encouraged to participate in the Resident Council.

The purpose of this group is to provide a formal opportunity for residents to discuss issues that affect their life at *Sage Harbor at Baywinde*. The Resident Council meeting is a vital process that promotes constructive communication between management and residents. Council members are encouraged to offer suggestions that might benefit all residents.

This group will meet monthly, and will be led by elected officers who will serve for a one-year term.

In addition, you will find a Suggestion Box on the wall near the Library/Lounge, with Suggestion Slips next to it. If you have a brainstorm, or would like to pass on a compliment, observation or complaint, you may also use this box. We value your input!

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## RESIDENT RIGHTS

The staff of *Sage Harbor at Baywinde* is dedicated to upholding and preserving the rights of our residents at all times. We will work to ensure that you are afforded the respect and dignity that you deserve, and the rights that are set forth in New York State Adult Care Facility regulations.

At the time of your move-in to *Sage Harbor at Baywinde* you are given a copy of the Resident Bill of Rights. Please read this document carefully. Our staff has also been trained in the rights of residents and will be happy to answer any questions you might have.

## SUGGESTIONS AND CONCERNS

*Sage Harbor at Baywinde* is proud of its reputation for providing quality care. However, from time to time an issue may arise, which you feel warrants further attention.

If you have a concern or a recommendation, please bring it to management's attention. The Executive Director, Assisted Living Director, Memory Care Director and Business Office Manager will be happy to meet with you at a convenient time to discuss any questions or concerns about the care provided at *Sage Harbor at Baywinde*. You have the opportunity to express your concerns regarding the services provide by *Sage Harbor at Baywinde* without threat or fear of reprisal or discrimination.

If you wish to express your concern in writing, you may do so by completing a Suggestion Form, which may be obtained in the library. This form will help us respond to your concern as quickly as possible. Submit the Suggestions Form to the Concierge or the Executive Director.

*Sage Harbor at Baywinde* management will evaluate your concern/suggestion and will initiate action or a resolution in a timely manner. In most cases, you should see a resolution to your concern within the next business day. Occasionally, a conference may be requested to help solve a complex issue. Unless you have expressed your concern anonymously, *Sage Harbor at Baywinde* management will advise you personally of the action taken to address your concern/suggestion. Responses to anonymous submission will be brought to a Resident Council meeting.

If we fail to resolve your concern to your satisfaction, you have the right to contact an outside agency to investigate your complaint, The New York State Department of Health Hotline number is 1-866-893-6772. You also may contact:

Frankie Knighton, Vice President of Operations,  
Senior Lifestyle Corporation  
111 East Wacker Drive, Suite 2200  
Chicago, IL 60601  
1-312-342-3316  
Fknighton @seniorlifestyle.com

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# TELEPHONE

Your apartment has been pre-wired for private telephone service. You are encouraged to install telephone service in your apartment prior to the date of your move-in by contacting the Concierge Desk. We will gladly arrange for the service to be installed by our provider within 2 days. Simply plug it into the phone outlet to begin service. There is a \$35 monthly charge for the telephone service.

Once your telephone service is working, please be sure to inform the Front Desk so we are able to contact you.

Your security is important to us. Our policy is to keep your phone number confidential, so we are unable to provide your number to anyone requesting it at the Front Desk or by phone. However, we will be glad to take a message so you can return the call.

A telephone is also located at the Concierge Desk. Please ask any staff member or contact the Concierge Staff for any assistance you may need.

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# TEMPERATURE CONTROL

## **Your Apartment Temperature**

For your personal comfort, you may regulate the temperature in your apartment by using the thermostat on your apartment wall, which controls the through-the-wall heating and air conditioning unit. If you need assistance in setting a comfortable temperature, please notify our Concierge and they will submit a Maintenance ticket for assistance.

An environment that is too hot, or too cold may aggravate some health conditions. If you have a medical condition that is aggravated by extremes in temperature, please let us assist you in contacting your physician. He may wish to suggest an appropriate, comfortable setting for you.

We do ask your help in alerting staff if any of the common areas are too warm or too cold. We also ask that you be sure your bathroom heat lamp is turned off promptly after use.

## **Hot Water Temperature**

Our community's hot water temperature has been set at a temperature of 120°F. Please keep this in mind when preparing to use your hot water for hand washing, or before entering your shower.

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## TIPPING AND RESIDENT APPRECIATION

It is a privilege that you allow us to serve you in your home here at *Sage Harbor at Baywinde* and we look forward to making your life with us a pleasant one.

It is our strict policy that employees do not accept gifts or tips from our residents. Accepting money or gifts from our residents and family members may be considered grounds for dismissal. You will see a sign on our bulletin board as a reminder.

Please show your appreciation through your kind words, and let us know when you are pleased with a staff member's kindness or extra effort. We'll reward them for you! The Suggestion Box is also for compliments!

Your satisfaction and continued wellness are our best reward.

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# VISITORS

Family members and visitors are always welcome at *Sage Harbor at Baywinde*. Residents may receive visitors 24 hours a day.

The Executive Director recommends the following guidelines, which will help ensure your health and safety and that of visitors in case of an emergency:

- All visitors are required to sign-in and out at the Front Desk every time they enter or leave the community.
- Visitors who are ill are requested to refrain from visiting. Common colds and influenza can cause serious illness for the elderly and chronically ill.
- Visitors who are intoxicated, verbally or physically abusive, and/or inappropriate in behavior will be asked to leave the premises.
- Pets are permitted to visit, but only when on a leash or in a carrier and with prior approval. Proof of current immunization is required. Animals may be easily frightened by strangers. Please use caution in bringing a pet to visit.
- Children are permitted to visit, when supervised by an adult. We love to see grandchildren!

For safety and peaceful enjoyment of our residents our main entrance door will be locked each evening at 9 p.m. Residents who return home and visitors arriving after 9 p.m. may call for admission on the house telephone located in the entrance foyer.

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## ADVANCE DIRECTIVES

*Sage Harbor at Baywinde* encourages and supports each individual's right to make decisions regarding his or her own health care. We also encourage you to speak with family members about your wishes. Advance Directives are documents that enable you to state your wishes regarding the direction of your health care should you become incapacitated.

A "Durable Power of Attorney for Health Care" is the primary document comprising the Advance Directive process; a "Living Will" and "DNR Orders" are others. Should you need assistance or information on Advance Directives, please see a member of our administrative staff.

Copies of suggested forms are available through the office.

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## ADDITIONAL SERVICES

Many additional services are available to you as needed. They may be provided through community resources.

Our Resident Care Coordinator will be glad to assist you with arranging for outside services that may include, but are not limited to:

- Visiting Physician
- Podiatrist
- Dentist
- Optometrist
- Audiologist
- Lab
- X-ray
- Home Health Care
- Physical Therapy
- Occupational Therapy
- Speech Therapy
- Oxygen \*
- Durable Medical Equipment

Please keep in mind that your physician may need to provide proof of medical necessity for any of these services to be covered by Medicare or insurance.

\* If you currently use oxygen, please see our Resident Care Coordinator for proper storage procedures at our community.

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## CARE AND SERVICES

**Physician Services** – As a resident of *Sage Harbor at Baywinde*, it is a state law that your care and services be under the direct medical supervision of a physician, licensed to practice medicine in the State of New York. You may continue to visit your own personal physician or, if you do not have a physician, we will be happy to assist you with physician referral.

**Personalized Service Plan** – We encourage and support your involvement in the direction of your medical and personal care. You have the right to participate in the discussion of any diagnosis and in planning your treatment options.

Our Assisted Living Director or Memory Care Director will include you in the development of your individualized service plan. This service plan will be developed shortly after you move in. Although we will continue to monitor your health status on an on-going basis, we will review your service plan with you as needed, adjusting it to meet your changing needs.

Your questions and comments are welcome! If you choose, you may ask your family members or other responsible party to attend with you, or on your behalf.

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## **DOCTOR APPOINTMENTS and MEDICAL RECORDS**

We provide transportation for our residents to medical & dental appointments within an approximate 25 mile radius, during normal business hours. Only appointments made through our Concierge at least 24 hours in advance will be honored. Family/friends may choose to accompany residents to their appointments. We will assist residents, at their own expense, with obtaining alternate transportation, if the above guidelines are not possible. Memory Care residents are required to be accompanied by a friend/family member, as it is not our responsibility if they are left unattended at an appointment. If family is not available, staff will be assigned to accompany the resident. There is a fee for this service.

We make going to the doctor as simple and hassle free as possible. Please notify the Concierge as soon as you know you have a doctor appointment. We request this information for the following reasons:

1. So that we may assist you in arranging for scheduled transportation, if necessary.
2. So that the nurse can prepare the paperwork that must be completed by the physician during your visit.
3. So that we may keep abreast of your changing health care needs.

Please give any paperwork from your physician to our Assisted Living Director or Resident Care Coordinator when you return home from your doctor visit.

Your personal and medical records are confidential information. Information contained in your personal or medical records will not be released to anyone without your prior written permission.

## MEDICATION

Prior to moving-in to *Sage Harbor at Baywinde*, your personal physician will determine your ability to safely self-administer your medications. Our Resident Care Coordinator will be happy to coordinate your individual service plan to reflect your personal abilities, and the level of assistance required for the safe and timely administration of your medication regime.

We will continue to monitor your self-administration abilities on an ongoing basis, discussing any changes with you and adjusting your personalized service plan accordingly.

We do have an agreement with a pharmacy for the delivery of medications, if you so choose. Simply talk to the Executive Director or Assisted Living Director for more information.

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## TRANSFER AND DISCHARGE

By signing and accepting the provisions of your Residency Agreement, you have consented to receive services provided, or arranged for, by *Sage Harbor at Baywinde*.

If at any time you require services which are beyond the scope of those that may be provided by *Sage Harbor at Baywinde* within the limits of its licensure; or if you refuse needed services; or if you do not obtain services for which you have agreed to be responsible; the staff of *Sage Harbor at Baywinde* is required to take appropriate action to ensure your health and safety, as well as the health and safety of the community.

In an emergency situation, the staff of *Sage Harbor at Baywinde* will take immediate action to assure that you receive proper medical attention. At

the direction of your personal physician you may be transferred to an acute care medical facility.

In a non-emergency situation, our Assisted Living Director and Executive Director will work closely with you to discuss how your personal health care needs may be best met.

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## ACTIVITIES

The Sage Harbor at Baywinde Activities Department offers a variety of interesting and stimulating activities. We schedule many group activities to help you to meet your new neighbors and make new friends at *Sage Harbor at Baywinde*.

After you get settled in your new apartment, the Resident Activities Assistant will want to talk to you about your hobbies and interests. Getting to know you will help us plan meaningful and fun trips and events.

Our newsletter and activity calendars are published monthly. The newsletter features articles highlighting the many exciting events, activities and outings we will enjoy together at **Sage Harbor at Baywinde**. Additional copies for family and friends are available at the Front Desk.

**Sage Harbor at Baywinde** is a non-denominational community. A variety of Worship Services are scheduled at **Sage Harbor at Baywinde**. In addition, transportation to church services is scheduled on a rotating basis. Feel free to talk to the Director of Activities on this topic.

Scenic drives and trips to local restaurants and shops, as well as cultural events are offered regularly. Special outings and entertainment may have a fee associated with them. For specific dates and times, please refer to your Activity Calendar. For your convenience, a large version is posted on the bulletin board in the Activities Center.

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## DINING SERVICES

Three chef-prepared, nutritious and delicious meals will be served to you daily in our beautiful dining room. Meals are served restaurant style – right to your table! You will be able to choose from daily-featured entrées or equally delicious alternate choices. Coffee, tea and snacks are available throughout the day.

Our dining times are as follows:

Breakfast: 8 a.m.

Dinner: 12 p.m.

Supper: 5 p.m.

**Private Dining** - We will always be happy to assist you with planning “special occasion” arrangements with reasonable notice. Our private dining room is available on a first-come, first served basis. Please contact our Director of Dining for scheduling and menu information.

**Tray Service** – If you are not feeling well, you need to see our Dining Room Manager or the Resident Care Coordinator. You may have a tray delivered to your room as necessary for a short-term illness, subject to New York State Department of Health requirements or if you wish to have this service for any temporary reason. There is no charge for this service.

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## GUEST SERVICES

Your guests are welcome to enjoy the many amenities offered by *Sage Harbor at Baywinde*.

With at least 24-hour advance notice to our Concierge Desk, your guests are welcome to join you for a meal in our private dining room. Current guest meal rates are posted at the front desk. The main meal at **Sage Harbor at Baywinde** is at noon. Guest meal tickets can be purchased at the Main Desk or from the Dining Room Manager. We ask for 24 hours notice, if possible.

Your family and friends are always welcome to join you for activities, programs and events. You may have overnight guests, although we ask that you make sure they sign the guest book at the front living room area.

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## HAIR CARE SALON

For your convenience, *Sage Harbor at Baywinde* has a full service, independently operated hair salon that offers many hair and cosmetic services to both men and women.

Fees for services are posted in the Salon and are collected directly by the salon operator. *Sage Harbor at Baywinde* will have no liability or responsibility for the acts or omissions of the shop operator. Tipping is allowed to the stylist, as they are an independent provider.

You may make your appointment directly with the Salon by phone or in person during business hours. You will find the phone number posted on the door, and in your Sage Harbor at Baywinde directory.

A menu of services and rates is available from the hair salon or at the Front Desk.

## HOUSEKEEPING

Our staff will clean your apartment each week. Our cleaning service includes dusting, vacuuming, bed linen and bath towel changes, emptying trash, and sanitizing your bathroom.

However, our staff members have been instructed not to handle your breakable treasures to prevent damage. Please prepare your shelves, tables, or counters for dusting, otherwise we will dust around your decorations.

If more frequent housekeeping is desired, contact the Director of Plant Operations for details and costs.

A comprehensive “spring” cleaning is provided annually throughout the campus.

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## LAUNDRY SERVICES

Our staff will take great care in laundering your personal belongings. We ask that you provide a laundry basket with your name and apt. number on it to keep your laundry separate from that of other residents. We wash and dry each person’s clothing individually. You may wish to label your clothing.

On your laundry day, put the clothes to be washed in the laundry basket. Your clothes will be picked up, washed and returned to you within 24 hours.

You may choose to do your own personal laundry in the washers and dryers that are available to you free of charge. Please have a staff member assist you.

## DRY CLEANING

If you have clothing that needs to be dry cleaned, please notify the Concierge who will provide you a list of area businesses that provide these services.

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## LIBRARY

For your reading enjoyment, a large selection of books and reading material can be found in our Library. Many books are a part of our permanent library collection for your reading pleasure, including some large print books. Please make an effort to return the books and periodicals you have finished reading as promptly as possible.

*Sage Harbor at Baywinde* also obtains books through the local library branch. These books are rotated periodically. Please see our Resident Activities Assistant for information on reserving these books, or obtaining special library materials, such as large print materials or books on tape.

We will also travel to the local libraries on a regular basis for book programs, educational, travel and entertainment programs.

In addition, local newspapers are kept in the Library for your enjoyment.

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## MAIL DELIVERY

As a resident of *Sage Harbor at Baywinde*, you are guaranteed the right to privacy in all of your written correspondence. All incoming mail and packages that are addressed to you will be delivered directly to your apartment. Items that do not fit into the mailbox will be left at the Front desk and you will be notified promptly to pick them up. If you require assistance carrying them to your apartment, simply ask the Concierge who will have someone assist you.

Outgoing mail may be deposited in the Outgoing mail postal slot in the mail room, where your mailbox is located. Oversized envelopes and packages may be left at the front desk.

For your convenience, postage stamps may be purchased at the front desk during regular business hours.

At the front of this handbook, your address and phone number are provided.

Our staff will also be happy to assist you with change of address notifications, or an authorization to hold your mail if you plan to be out of town.

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## MAINTENANCE

If you experience a problem with any fixture in your apartment such as the heating/cooling unit, plumbing, or refrigerator, please contact the **Sage Harbor at Baywinde Concierge** for assistance. Our Building Services Staff will be happy to correct the problem.

Maintenance will also be available to hang pictures and remove empty boxes as you get settled in your new home.

**The phone number for the Concierge is: 585-670-7000**

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## NEWSPAPER DELIVERY

The Concierge will be happy to assist you with subscription information for local newspapers. If you subscribe to a local newspaper, it will be available for pick-up at the front desk. Be sure to ask that the newspaper be delivered with your name on it. We request that all payments be mailed directly to the newspaper office.

For your safety and security, newspaper personnel will be required to leave deliveries at our front desk, rather than directly to resident apartments.

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## Cable Television

We are pleased to announce that Spectrum Cable television service is available in your apartment at *Sage Harbor at Baywinde*! For your enjoyment the premium package includes news, sports, movies and entertainment programs at a price below what is available privately. Upgrades to the premium cable television channels are also available.

To begin your cable television services contact:

Director of Plant Operations- Joe Davis

Residents or their representatives are responsible for any charges incurred for premium television service.

Free Cable TV is also available in the TV room.

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## TRANSPORTATION

*For Activities and Scheduled trips:*

The Activities Director will schedule bus trips to local shopping areas on a regular basis. The Bulletin Board and residents' calendars will show dates and times of shopping trips as well as other planned excursions and outings. (See Activities)

*For Medically related and Doctor appointments:*

Although many families choose to escort their family members to medical appointments, on Tuesdays and Thursdays, and Fridays, we are happy to provide scheduled transportation for those who need it.

Please inform the Front Desk as soon as you have scheduled an appointment with your doctor so that we may assist with transportation scheduling.

Additional transportation may be available at an additional cost, depending on availability.

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## EMERGENCY CALL SYSTEM

Your apartment is equipped with an emergency call system. The “***Pull Cords***” are located in the bathroom and by your bed and also is in all Common Area bathrooms throughout Sage Harbor at Baywinde. Residents have also been issued “***Safety Pendants,***” which are portable and should be worn at all times, except when bathing. In the event of an emergency, either pull the cord or trigger the pendant by pushing the button.

The staff members of ***Sage Harbor at Baywinde*** are trained to respond properly in emergency situations. These trained staff members are on duty 24 hours a day. Once you have activated the emergency call system, a trained staff member will be paged to respond.

***Your emergency call system should only be used in a real emergency.***

Although each resident is instructed in its use as part of the move-in orientation, we will be glad to review the system with you at anytime! It is important that you know how to call for help in an emergency.

Should you lose the pendant, a replacement charge will be billed to your account.

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# FIRE ALARMS AND EVACUATION

Our community is equipped with the most updated systems for fire prevention and detection.

For your safety, we conduct a fire drill each month at *Sage Harbor at Baywinde*. The fire alarm system will be tested at various times during the day, evening or early morning. We ask that you participate in each drill by cooperating with the staff and following their directions. Please remember that we are conducting the drills for everyone's safety!

State and local fire inspectors have approved the use of progressive evacuation at **Sage Harbor at Baywinde**. This means that everyone remains in the building and moves away from the fire into safe fire zones within the building. In the event we need to evacuate the building, everyone will do so together from one exit when emergency transportation will be available.

We are required by state law to conduct a practice evacuation of our community on a semi-annual basis. As a part of your orientation process, we will inform you of the evacuation process. Our staff will be on hand to guide you and assist you during any evacuation drills.

Simple procedures to remember when a fire alarm is activated are:

1. If you are in your apartment, please close the door and remain inside, unless a staff member instructs you to leave.
  2. If you are in any common space in our community, please remain where you are and staff will instruct you, if you need to relocate to another area.
  3. Never open a closed door unless instructed by staff.
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# SECURITY

For your safety and peace of mind, every effort is made by *Sage Harbor at Baywinde* to maintain a secure environment.

All residents and visitors entering or leaving the building are required, by regulations, to sign in and out on the register at the Front Desk.

Our main entrance door is locked every evening at **9 p.m.** and remains so until **8 a.m.** in the morning. If you return home after the doors are locked, use the house telephone located in the entrance foyer and the staff will let you in. Other exterior doors remain locked from the outside at all times.

Please remind your family and guests to use our main entrance when visiting, and to please sign in at the Front Desk.

Our “No Solicitation” policy is designed to prevent unwanted visitors from gaining access to the building.

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## A SMOKE-FREE COMMUNITY

For your health and safety, *Sage Harbor at Baywinde* is a smoke-free community. The risk of fire is greatly increased by residents who ignore the smoking policy and attempt to smoke in their apartments.

We ask for your cooperation in not smoking in your apartment or in any of the common areas of *Sage Harbor at Baywinde*. You may have family members or friends who still smoke. Please remind them that smoking is not allowed in the community. We will all feel safer and healthier!

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