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New York State Department of Health Posting Requirements:

- Page 2: Consumer Summary-Oxford Village at Canterbury Woods**
- Page 3: Oxford Village at Canterbury Woods-Residency Agreement**
- Page 47: Special Needs ALR Addendum to the Residency Agreement**



Department
of Health

CONSUMER SUMMARY

Facility Posting

Facility Operating Certificate Name	Canterbury Woods 240-S-106
Full Address	725 Renaissance Drive Williamsville NY 14221
Website link Facility	https://williamsville.canterburywoods.org/assisted-living/
Website link DOH	https://profiles.health.ny.gov/acf/view/1254792
Starting rent for each license and certification	ALR \$336 per day private apartment EARL \$336 per day private apartment SNARL \$336 per day private apartment
Summary of Services (consistent language)	<i>Assisted Living Residence offers meals, assistance with activities of daily living, like bathing, dressing and grooming, medication assistance, supervision and monitoring, a program of activities, case management, housekeeping and laundry service.</i> · <i>Facility provided Transportation (listing additional services)</i> <i>Disclaimer: This list is a summary and not exhaustive. Additional Details can be found in the Link below for Approved Residency Agreement.</i>
Cost for Additional Services – Tier billing or other	<i>Cost for additional services – other</i> <i>Please see link below for Residency Agreement that would provide additional details.</i>

Oxford Village at Canterbury Woods
RESIDENCY AGREEMENT

RESIDENCY AGREEMENT

TABLE OF CONTENTS

	PAGE
I. Housing Accommodations and Services	1
A. Housing Accommodations and Services	1
B. Basic Services	2
C. Additional Services	4
D. Licensure/Certification Status	4
II. Disclosure Statement	4
III. Fees	4
A. Basic Rate	4
B. Supplemental, Additional or Community, Fees	5
C. Rate or Fee Schedule	6
D. Billing and Payment Terms	6
E. Adjustments to Basic Services Rate or Additional or Supplemental Fees	6
F. Bed Reservation	7
IV. Refund/Return of Resident Monies and Property	8
V. Transfer of Funds or Property to Operator	8
VI. Property or Items of Value Held in the Operator's Custody for You	8
VII. Fiduciary Responsibility	9
VIII. Tipping	9
IX. Personal Allowance Accounts	9
X. Admission and Retention Criteria for an Assisted Living Residence	10
XI. Rules of the Residence (if applicable)	11
XII. Responsibilities of Resident, Resident's Representative and Legal Representative ...	12
XIII. Termination and Discharge	13
XIV. Transfer	15
XV. Resident Rights and Responsibilities	16
XVI. Complaint Resolution	16
XVII. Miscellaneous Provisions	17
XVIII. Agreement Authorization	18

TABLE OF EXHIBITS
EXHIBIT SUBJECT PAGE

I.A.1.	Identification of Apartment/Room
I.A.3.	Furnishings/Appliances Provided By Operator
I.A.4.	Furnishings/Appliances Provided By You
I.C.	Additional Services/Amenities Available
I.D.	Licensure/Certification Status of Providers
II.	Disclosure Statement
III.A.2.	Tiered Fee Arrangements
III.B.	Supplemental, Additional or Community Fees
III.C.	Rate or Fee Schedule
V.	Transfer of Funds or Property to Operator
VI.	Property/Items Held By Operator for You
XI.	Rules of the Residence
XV.	Residents Rights and Responsibilities
XVI.	Operator Procedures: Resident Grievances/Recommendations

RESIDENCY AGREEMENT

This agreement is made between Oxford Village at Canterbury Woods(the “Resident” or “You”), _____(the “Resident’s Representative”, if any) and _____(the “Resident’s Legal Representative”, if any).

RECITALS

A. Oxford Village is licensed by the New York State Department of Health to operate at 725 Renaissance Drive Williamsville, N.Y. 14221 an Assisted Living Residence (“The Residence”) known as Oxford Village and as an Enriched Housing program. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence.

B. You have requested to become a Resident at Oxford Village and Oxford Village has accepted Your request.

AGREEMENTS

I. Housing Accommodations and Services.

Beginning on _____, _____, Oxford Village shall provide the following housing accommodations and services to You, subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

A. Housing Accommodations and Services

- 1. Your Apartment/Room.** You may occupy and use a private ☒ or semi-private ☐ [apartment, room, unit or other designation for a living space] or the [apartment, room, unit or other designation for a living space] identified

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

2. **Common areas.** You will be provided with the opportunity to use the general purpose rooms at the Residence such as lounges, dining rooms, billiard rooms, and other common area throughout the Canterbury Woods community.

3. **Furnishings/Appliances Provided By Oxford Village**

Attached as Exhibit I.A.3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by Oxford Village in Your apartment/room.

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

Attached as Exhibit I.A.4. and made a part of this agreement is an Inventory of furnishings, appliances and other items supplied by You in Your apartment/room. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

B. Basic Services

The following services (“Basic Services”) will be provided to You, in accordance with Your Individualized Services Plan.

1. **Meals and Snacks.** 3 nutritionally well-balanced meals per day and snacks are included in Your Basic Rate. Modified diets, with no limitations, will be available to You if ordered by Your physician and included in Your Individualized Service Plan.
2. **Activities.** Oxford Village will provide a program of planned activities, opportunities for community participation and services designed to meet Your

physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.

3. Housekeeping Service as needed including vacuuming, dusting of the living spaces and cleaning of the bath and kitchen areas.

4. Flat Linen Service. Residents shall provide flat linens, which will be washed and folded, as needed.

5. Supervision on a 24-hour basis. Oxford Village 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.

6. Case Management. Oxford Village will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

7. Personal Care. Include 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.

8. Development of Individualized Service Plan. (*including ongoing review and revision as necessary*)

9. Personal Laundry Services.

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, supplemental or community fee from Oxford Village directly or through arrangements with Oxford Village. Such exhibit states who would provide such services or amenities, if other than Oxford Village.

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

II. Disclosure Statement

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

III. Fees

A. Basic Rate.

(1) Flat Fee Arrangements

The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident will pay, and Oxford Village agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I. B. of this Agreement. The Basic Rate as of the date of this agreement is (\$_____ per month) (\$_____ per day).

(2) Tiered Fee Arrangements

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

B. Supplemental, Additional or Community, Fees

A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate. A Supplemental fee must be at Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident (*See section III.E*). A Community fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Resident what additional services, supplies or amenities the Community fee pays for and what the amount of the Community fee will be, as well as any terms regarding refund of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may chose whether to accept the Community fee as a condition of residency in the Residence, or to reject the Community fee and thereby reject residency at the Residence. Any charges by the Operator, whether a part of the Basic Rate, Supplemental, Additional or Community fees, shall be made only for services and supplies that are actually supplied to the Resident.

[Detail here or in an Exhibit III.B. any Supplemental, Additional or Community Fees to be charged to the Resident.]

C. Rate or Fee Schedule.

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

D. Billing and Payment Terms.

Payment is due to Canterbury Woods by the fifth day of the month and should be delivered to James Juliano Chief Financial Officer.

1. Upon execution of this agreement, a deposit equal to one month's service fee of the apartment type reserved shall be paid. This amount is \$_____. This payment includes an advanced payment for the first full month of service.
2. At the start of the first full month of occupancy the resident shall be billed a prorated amount for the number of days previously spent in the Village prior to this new month. The billing for the second full month and all months thereafter will be a full monthly service fee for the designated Level of Care. Operator shall accept only cash via wire transfer or a check as payment. The full monthly fees shall be billed to the resident in advance at the end of each month and is due by the 5th day of the following month.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

1. You have the right to written notice of any proposed increase of the Basic

Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4 and 5 below.

2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by Oxford Village, once You have been admitted as a resident.
3. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, Oxford Village may increase such Rate or Fee upon less than forty-five (45) days written notice.
4. If Oxford Village provides additional care, services or supplies upon the express written order of Your primary physician, Oxford Village 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.
5. In the event of any emergency which affects You, Oxford Village may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

F. Bed Reservation

Oxford Village agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is \$_____ per day. The [basic] length of time the space will be reserved is 14 days. A provision to reserve a residential space does not supersede the requirements for termination

as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space, but must provide Oxford Village with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of Your discharge, but in no case more than three business days after You leave the Residence, Oxford Village must provide You, Your Resident or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence. Oxford Village must also return at the time of Your discharge, but in no case more than three business days any of Your money or property which comes into the possession of Oxford Village after Your discharge. Oxford Village must refund on the basis or a per diem proration any advance payment(s) which You have made. If You die, Oxford Village 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, Oxford Village 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.

V. Transfer of Funds or Property to Oxford Village

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

VI. Property or items of value held in Oxford Village's custody for You.

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

VII. Fiduciary Responsibility

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

VIII. Tipping

Oxford Village must not accept, nor allow Residence staff or agents to accept, any tip or gratuity in any form for any services provided or arranged for as specified by statute, regulation or agreement.

IX. Personal Allowance Accounts

Oxford Village agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DSS-2853) with You or Your Representative. You agree to inform Oxford Village if You receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds. You must complete the following:

I receive SSI funds ☐ or I have applied for SSI funds ☐

I receive SNA funds ☐ or I have applied for SNA funds ☐

I do not receive either SSI or SNA funds ☐

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

X. Admission and Retention Criteria for an Assisted Living Residence

- A. 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.
- B. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
- C. 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.
- D. 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.
- E. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.

- F.** 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.
- G.** Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who: (a) are chronically chairfast and unable to transfer, or chronically require the physical assistance of another person to transfer (Do not require mechanical lift equipment for transfers) or (b) chronically require the physical assistance of another person in order to walk; or (c) chronically required the physical assistance of another person to climb or descend stairs; or (d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (e) have chronic unmanaged urinary or bowel incontinence.
- H.** Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24 hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XI. Rules of the Residents

- A. The Rules of the Residents are detailed within the Resident Manual. A copy of the manual will be included with this agreement. A signature on this agreement assumes receipt and understanding of these Rules.

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

Legal Representative

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

C. The Resident's Legal Representative, if any shall be responsible for the following:

XIII. Termination and Discharge

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

1. By mutual agreement between You and the Oxford Village;
2. Upon 30 days written notice from You or Your Representative to Oxford Village of Your intention to terminate the agreement and leave the Assisted Living facility;
3. Upon 30 days written notice from the Oxford Village to You, Your Representative, Your next of kin, the person designated in this agreement as the responsible party and any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only Oxford Village initiates a court proceeding and the court rules in favor of the Oxford Village.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which Enhanced Assisted Living 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 Oxford Village, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by Oxford Village 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. Oxford Village has had his/her operating certificate limited, revoked, temporarily suspended or Oxford Village 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 Oxford Village decides to terminate the Residency Agreement for any of the reasons stated above, Oxford Village will give You a notice of termination and discharge, which must be at least 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 State

Department of Health.

You may object to Oxford Village about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, Oxford Village, 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 Oxford Village.

While legal action is in progress, Oxford Village 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 Oxford Village are free to seek any other judicial relief to which they may be entitled.

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

XIV. Transfer

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

1. When You develop a communicable disease, medical or mental condition, or sustains 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 him/herself 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, Oxford Village must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been removed. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person. If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, You are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, You must be readmitted.

XV. Resident Rights and Responsibilities

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

XVI. Complaint Resolution

Oxford Village'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. Oxford Village agrees that the Residents of the Residence may organize and maintain councils or such other self-

governing body as the Residents may choose. Oxford Village agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' organization that addresses the same. Complaint handling is a direct service of the Long Term Care Ombudsman Program. The Long Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

XVII. Miscellaneous Provisions

1. This Agreement constitutes the entire Agreement of the parties.
2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or 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 Oxford Village in files of the Residence from the date of execution until three years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.
4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

XVIII. Agreement Authorization

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

Dated: _____

Signature of Resident

Dated: _____

Signature of Resident's Representative

Dated: _____

Signature of Resident's Legal Representative

Dated: _____

Signature of Operator of Operator's Representative

EXHIBIT I.A.1.

IDENTIFICATION OF APARTMENT/ROOM

Apartment # _____

EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

Refrigerator

Microwave Oven

Wall to wall carpeting

Window Treatments

EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

EXHIBIT I.C.

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

The following services, supplies or amenities are available from the operator directly or through arrangements with the Operator for the following additional charges:

<u>Item</u>	<u>Additional Charge</u>	<u>Provided By</u>
Dry Cleaning	Yes	Contracted Service
Professional Hair Grooming	Yes	Contracted Service
Personal Toilet Articles	Yes	Resident
Commissary Goods	Yes	Resident
Medical Transportation	Yes	Outside Service
Cultural/Activities Transportation	No	Operator
Long Distance Telephone Service	Yes	Contracted Service
Local Phone Service	Yes	Contracted Service
Air Conditioning (if available)	No	Operator
Cable T.V. (if available)	Yes	Contracted Service
Other (Specify)		

Such additional services as Operator shall from time to time provide for additional charges set from time to time by the Operator.

EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

McAuley Seton Homecare	License #1455600
Amedisys Home Health Care	License #1401614
Visiting Nurses Association (VNA)	License #1451601

EXHIBIT II

DISCLOSURE STATEMENT

Canterbury Woods as operator of Oxford Village, 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. Oxford Village is licensed by the New York State Department of Health to operate an Assisted Living Residence as well as an Enriched Housing Program and/or Adult Home. The Operator is also certified to operate at this location an Enhanced Assisted Living Residence. This additional certification 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. Oxford Village is currently approved to provide:
 - i. Enhanced Assisted Living services for up to a maximum of 32 persons.

Below is a list of the needs/conditions that Oxford Village is able to serve and accommodate under its Enhanced Assisted Living Certification:

1. Chronically chair-fast and unable to transfer, or chronically require the physical assistance of another person to transfer.
2. Chronically require the physical assistance of another person in order to walk.
3. Chronically require the physical assistance of another person to climb or

descend stairs.

4. Dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel.
5. Having chronic unmanaged urinary or bowel incontinence.

Oxford Village will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services.

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

1. Canterbury Woods also operates a New State Licensed Skilled Nursing Facility within Oxford Village. The other health related licensure or certification status of Canterbury Woods:
 - a. New York State License #03A1926
 - b. Medicare License #335816
2. Others providing services at Oxford Village at Canterbury Woods:
 - a. McAuley Seton Homecare License #1455600
 - b. Amedisys Home Health Care License #1401614
 - c. VNA License #1451601
3. The owner of the real property upon which the Residence is located is Episcopal Church Home & Affiliates, Inc. The mailing address of such real property owner is 725

Renaissance Drive Williamsville, N.Y. 14221. The following individual is authorized to accept personal service on behalf of such real property owner Mr. Robert Wallace (address as above).

4. The Operator of the Residence is Canterbury Woods. The mailing address of the Operator is 725 Renaissance Drive Williamsville, N.Y. 14221. The following individual is authorized to accept personal service on behalf of the Operator: Mr. Robert Wallace (*address as above*).
5. *N/A*
6. *N/A*
7. Residents retain the right to receive services from health care providers with whom the operator does not have any arrangements.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. Residents shall be informed of the availability of public funds for payment for residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services.
10. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator or regarding Home Care Services is 1-800-628-5972.
11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the resident. 716-878-2385 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ombudsman.state.ny.us.

EXHIBIT III.A.2

TIERED FEE ARRANGEMENTS

N/A

EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

N/A

EXHIBIT III.C.

RATE OR FEE SCHEDULE

N/A

EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

N/A

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

N/A

EXHIBIT XI.

RULES OF THE RESIDENCE

Refer to the Resident Handbook.

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

(I). THE SERVICES PROVIDED BY THE RESIDENCE, INCLUDING THOSE REQUIRED TO BE OFFERED ON AN AS-NEEDED BASIS;

(J). 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;

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

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

(M). 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;

(N). 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;

(O). 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;

(P). 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; AND

(Q). EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER, THAT IF A RESIDENT, RESIDENT REPRESENTATIVE OR LEGAL

REPRESENTATIVE AGREES IN WRITING TO A SPECIFIC RATE OR FEE INCREASE THROUGH AN AMENDMENT OF THE RESIDENCY AGREEMENT DUE TO THE RESIDENT'S NEED FOR ADDITIONAL CARE, SERVICES OR SUPPLIES, THE OPERATOR MAY INCREASE SUCH RATE OR FEE UPON LESS THAN FORTY-FIVE DAYS WRITTEN NOTICE. WAIVER OF ANY OF THESE RESIDENT RIGHTS SHALL BE VOID. A RESIDENT CANNOT LAWFULLY SIGN AWAY THE ABOVE-STATED RIGHTS AND RESPONSIBILITIES THROUGH A WAIVER OR ANY OTHER MEANS.

EXHIBIT XVI

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

A grievance shall be defined as any alleged violation or dispute between the resident and the home, including the interpretation or application of the resident's Bill of Rights.

Canterbury Woods/Oxford Village wishes to emphasize the following points in connection with the grievance/complaint procedure.

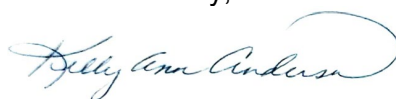
1. All grievances/complaints will be given full consideration.
2. The expression, review and resolution of grievances/complaints are an important component in creating a sense of community with our residents.
3. Every resident, family member or designated representative has the right to register a complaint and be assisted in utilizing the grievance/complaint procedure.
4. Each staff member involved in the grievance/complaint procedure shall listen carefully and learn all the facts and shall be sensitive to the feelings of the grievance.
5. Every residents has the right to notify the Ombudsman Program of Amherst at 878-2385 to voice a grievance/complaint. The resident also has the right to obtain legal consultation at his or her own expense, to review the grievance/complaint.
6. Steps in the Grievance/Complaint Procedure:
 - a. A grievance/complaint should be discussed verbally by the resident/family member with the Administrator or the Resident Services Coordinator, who will then complete the appropriate information on the grievance/complaint form.
 - b. When requested by a Resident, a grievance must be kept confidential
 - c. After reviewing the grievance/complaint information, the Administrator shall investigate all aspects of the situation and discuss the problem with the appropriate person.
 - d. The Administrator and appropriate staff members then analyze all the facts and arrives at a decision. This decision is communicated, both verbally and in writing, to the resident/family member within five days of the initial grievance/complaint. All grievance/complaints are tracked for ongoing QI purposes.
 - e. If the grievance is submitted through the Resident Council, then the council must be notified, in writing, of the resolution of the grievance.

approved Residency Agreement, and a consumer-friendly summary of all service fees via a form developed by the Department. Accordingly, Operators are to:

- Complete and submit the enclosed form to the Department by January 31, 2026.
- Publish the facility's Department-approved Residency Agreement and applicable Addenda, and Consumer Summary from the enclosed form on the facility's public-facing website in an accessible and clearly labeled format. This will be reviewed by the Division for ongoing compliance.

The Department will continue to evaluate these requirements to ensure balance and overall compliance with the intent of the statute. If you have any questions regarding this correspondence, please email acfinfo@health.ny.gov.

Sincerely,

A handwritten signature in blue ink, reading "Kelly Ann Anderson". The signature is fluid and cursive, with a large loop at the end.

KellyAnn Anderson, Director
Division of Adult Care Facility
and Assisted Living Surveillance

Enclosure

cc: Dr. Fish
V. Deetz
C. Rodat
H. Hayes
K. Walker
T. Graney
B. Parente
J. Naglieri
J. Van Dyke
J. Karmel

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

This is an addendum to a Residency Agreement made between Canterbury Woods Life Care Community doing business as Oxford Village (the “Operator”), _____, (the “Resident” or “You”), _____ (the “Resident’s Representative”), _____, (the “Resident’s Legal Representative”). Such Residency Agreement is dated _____.

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

I. Special Needs Assisted Living Certification.

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at Oxford Village, located at 705 Renaissance Drive, Williamsville, New York 14221.

II. Request for and Acceptance of Admission

You, your Resident Representative or Legal Representative have requested that you become a Resident at this Special Needs Assisted Living Residence (the “Residence”) and the Operator has accepted such request.

III. Specialized Programs, Staff Qualifications, Environmental Modifications

Attached as the “Special Needs Attachment” and made a part of this Agreement is a written description of:

SPECIAL NEEDS ATTACHMENT

1.) Specialized services to be provided in the Special Needs Assisted Living Residence

The special needs residence has been designed, built and staffed with the needs of memory impaired individuals in mind. Apartments within the residence are designed and equipped to prevent the resident from causing themselves or others injury, giving residents a sense of security and providing services that are designed to enhance their cognitive abilities to the extent possible and to provide a comfortable living environment.

Each residence entrance is provided with an area for items that serve as memory cues selected by the resident or their family to assist the resident in recognizing their home. Exits from the special needs area are designed to prevent elopement and are continually monitored. Doors are equipped with delayed egress. A state of the art wander garden is provided for residents' use during good weather. Meals, snacks, therapy and entertainment are arranged by the dietary department and the activities director on a daily basis. Residents are encouraged to enjoy fitness and other activities according to their abilities.

Licensed practical nurses are on staff to monitor the health of each memory impaired resident on a daily basis. Medication management is provided according to each resident's needs and records kept of compliance with physician's orders.

2.) Staffing levels

Two shifts of licensed practical nurses will be dedicated to the special needs assisted living residence. Oxford Village employs other professionals who will

also provide services to special needs residents, including a registered nurse, activities director, nutritionists, case managers, special needs care assistants, social workers and others.

3.) Staff education, training and work experience, and professional affiliations or special characteristics relevant to serving persons with specific special needs.

Staff are oriented to the needs of an elderly population, including those associated with memory impairment. Oxford Village includes a nursing home which has substantial continuing education requirements for the administrator, who will also be the administrator of the ALR. The administrator's continuing education and education materials will be shared with ALR staff on a regular basis.

4.) Environmental modifications that have been made to protect the health, safety and welfare of Residents

- Memory aids in the hall entrance to every apartment
- Wander garden
- The Special Needs Assisted Living Residence provides person-centered care through individualized treatment plans in a homelike setting
- Private rooms allow each of the living areas to be personalized according to the resident's preferences
- Daily schedules are tailored to the resident and include specialized "Life Enrichment" dementia activity programming
- The Special Needs Assisted Living Residence offers a calm and soothing environment with both personalized space as well as dining, living, activity and outdoor areas to enhance the resident's purpose, peace and enjoyment
- Care givers are trained specifically in the care of residents living with dementia

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