RESIDENCY AGREEMENT

62 Springvale Road
Croton-on-Hudson, NY 10520
(914) 739-4404

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RESIDENCY AGREEMENT

This agreement is between **"The Springvale Inn"**, the Resident, _____, and the Resident Representative or Resident's Legal Representative (if any), _____.

Recitals

A. **The Springvale Inn** licensed by the New York State Department of Health to 62 Springvale Road, Croton-on-Hudson, NY 10520, an Assisted Living Residence known as "**The Springvale Inn**"; and as an Enriched Housing program, 914-739-4404.

B. You have requested to become a Resident at **The Springvale Inn** and the Operator has accepted your request.

Agreements

I. Housing Accommodations and Services

Beginning _____ , **The Springvale Inn** shall provide the following housing accommodations and services to you subject to the other terms, limitations and conditions contained in this Agreement Identified on Exhibit I.A.1. This Agreement will remain in effect until it is ammended or terminated by the parties in accordance with the provisions of this Agreement.

A. Housing Accommodations and Services

1. Apartment/Room

You may occupy and use the apartment number identified on Exhibit I.A.1. subject to the terms of this agreement. Apartment number is a [ ] private [ ] semi-private apartment.

2. Common Areas

You will have the opportunity to use the following common rooms: Berenson Room, Boscobel Room, Cortlandt Room, Game Room, Hudson Room, Library, Lobby, for your recreational needs. Proper outdoor attire is required in all common areas.

3. Furnishings/Appliances Provided by The Operator

Attached as Exhibit I.A.3. as a part of this Agreement is an inventory of furnishings, appliances and other items supplied by the Operator in your apartment/room.

4. Furnishings/Appliances Provided by You

We encourage you to furnish your apartment with those belongings which bring you comfort. However, we do require that you have a non-skid bathmat in front of your shower/tub for your safety. We also ask that you not use scatter or area rugs, as they can be a trip hazard. We also ask that you not overload your electrical outlets. Each outlet accommodates 2 plugs. If you need more outlets, we ask that you use only surge protector power strips and not extension cords or multi-plug adapters. Attached as Exhibit I.A.4. is a list of furnishings, appliances and other items provided by you in your apartment. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g. due to amperage and/or safety concerns).

B. Basic Services
The following services ("Basic Services") will be provided to you, in accordance with your Individualized Service Plan:

1. Meals and Snacks
Three (3) nutritionally well-balanced meals per day and 1 snack per day are included in your Basic Rate. The following modified diets will be available to you by your physician and included in your Individualized Service Plan: No Added Salt, No Concentrated Sweets, and Regular.

2. Activities
The Springvale Inn will provide a program of planned activities, and 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
Our friendly housekeeping staff will clean your apartment weekly and remove your trash a minimum of once a week.

4. Linen Service
A supply of bath towels, hand towels and washcloths will be provided to you weekly by our housekeeping staff. Your bed linens will be laundered weekly.

5. Laundry of Your Personal Washable Clothing
We will happily launder your personal laundry per week. Please place your soiled personal laundry in a laundry bag marked with your name and apartment number and our housekeeping staff will pick it up weekly on the day of your weekly housekeeping.

6. Supervision on a 24-Hour Basis
Our Health and Wellness staff will be available 24 hours per day to assist you as per your Individualized Service Plan and as needed.

7. Case Management
Our Case Manager will be available to provide such case management services as: identification and assessment of your needs and interests, information and referrals, and coordination with available resources to best address your identified needs and interests.

8. Personal Care
As a resident of **The Springvale Inn**, you are entitled to some reminding and assistance with activities of daily living; which may include reminding and/or assistance with bathing, grooming, dressing and medication assistance according to New York State Department of Health regulations; (i.e., medication acquisition, storage and disposal and assistance with self-administration of medications). Additional services are available in our Enriched Housing Programs, (i.e., toileting, ambulation and transferring).

9. Development of Individualized Service Plan
An Individualized Service Plan will be developed by our Health and Wellness staff upon your arrival. It will be reviewed every six months or as changes in your health status warrant.

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 **The Springvale Inn** directly or through arrangements with the **The Springvale Inn**. Such Exhibit states who would provide such services or amenities, if other than **The Springvale Inn**.

D. Licensure/Certification Status
A listing of all providers offering home care or personal care services under an arrangement with **The Springvale Inn**, 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
The Operator 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.

Apartment Style and No.	Monthly Rate
☐ Essex Studio	$5,192.00
☐ Savoy* (large studio)	$5,624.00
☐ Somerset* (small 1 bedroom/1bath)	$6,381.00
☐ Oxford (medium 1 Bedroom/2 bath)	$6,814.00
☐ Windsor (garden 1 bedroom/1.5 bath)	$7,106.00
☐ Dorchester (large garden 1 bedroom/1 bath)	$6,973.00
☐ Second Occupant in any apartment	$1,114.00

All rates include Cablevision, VoiceCare Emergency Response System and assistance as required under facilities licensure regulations.

*Basic Services Program Included in Monthly Fee:

- Functional Health Assessment on admission and annually thereafter
- Individualized Service Plan on admission and reviewed every six (6) months
- Resident must keep Health Service Coordinator informed of any medical appointments, changes in medications, and plans for outpatient procedures prior to appointments
- Coordination of medical appointments if needed or requested by Resident
- 3 healthy meals per day provided in The Hudson Room
- Daily monitoring of meal consumption and monthly weight by Health Services Department

- Health Promotion and Wellness Programs on-going throughout the year
- Encouragement of participation in Activities & Social Program
- Medical Alert Emergency Response System with call pendant
- Weekly Housekeeping
- Weekly Laundry
- Cable Access (does not include internet in the apartment)

(1) Flat Fee Arrangements
The Resident, Resident's Representative, and the Resident's Legal Representative; agree that the resident will pay, and **The Springvale Inn** agrees to accept, the following payment in full satisfaction of the Basic Services as described in Section I.B. of this Agreement ("Basic Rate"). The Basic Rate is per month as of the date of this Agreement.

(2) Tiered Fee Arrangements
Tiered fee arrangements are additional service fees added to the Basic Rate and are dependent 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, and are set forth in detail in Exhibit III.A.2 and made part of this 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 the staff of **The Springvale Inn.**

Enriched Care Programs (Tiered Fee Arrangements):

☐ Springvale Silver Program - $822.00/Month

Includes all basic services plus:

- Assistance with two (2) baths/showers per week
- Escorts within The Inn (assistance to and from meals, recreation & social programs) and to Retail Level
- Daily reminders for personal care and ADLs if needed or requested

☐ Springvale Gold Program - $1,374.00/Month

Includes all basic services plus:

- Three (3) baths/showers per week
- Daily assistance with dressing, ADL skills, and personal hygiene including Oral Care
- Escorts within The Inn (assistance to and from meals, recreation & social programs) and to Retail Level
- Assistance with transfers if requested/needed
- Continence Management
- Daily bed making if requested/needed
- Daytime, Evening, & Nightly HHA Supervisory Checks as requested or needed
- Laundry twice weekly if needed

☐ **Springvale Medication Management Program - $692.00/month**

Services are supervised and directed by a Registered Nurse (RN) or Licensed Practical Nurse (LPN). Included in program:

- Daily assistance with the administration of medications by an RN/ LPN or Medication - Certified HHA as directed by physician orders
- Medications ordered/re-ordered by Health Services Department through contracted vendor pharmacy service (or other pharmacy of your selection)
- Consultation with personal physician and liaison with pharmacy
- Medication record keeping & documentation of administration

Resident Escorts Program - $275.00/month:

- Escorts within The Inn (assistance to and from meals, recreation & social programs) and to Retail Level
- Includes wheelchair escort or walking with resident using walker

Shower Program - $265.00/month:

- Assistance with up to two (2) baths/showers per week

Your Total Monthly Service Fee: _____

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 the Resident's 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 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.

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 supplied to the Resident. Please refer to Exhibit III.B. for more specific information on any Supplemental, Additional, or Community Fees to be charged to the Resident.

C. Rate or Fee Schedule

Attached as Exhibit III.B. & 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 Application fees, for services, supplies and amenities provided to the Resident, 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 by the first of the month and shall be delivered to the concierge desk or the billing department at Bethel **Springvale Inn**: 62 Springvale Road, Croton-on-Hudson, NY 10520. A $20.00 late fee will be assessed for any payments received after the 10th of the month.

Please consult with the case manager if you are encountering financial hardship so that appropriate planning can be conducted. Alternative apartments within **The Springvale Inn**, The Pines or placement in a skilled nursing facility can be considered as well as other community based care service options.

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. Upon your admission to **The Springvale Inn**, you are required to pay a one time non–refundable, application community fee of $1000.00. This fee covers the usage by you and your guest of our transportation services, this is a one time fee only. There will be no additional charges during the course of your stay for any of these services. Pursuant of this agreement, if your stay is less than 60 days, you will be refunded 50% of this application community fee. If your stay is between 61 and 90 days, you will be refunded 25% of this fee.

3. If the Resident, 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 Springvale Inn** may increase such Rate or Fee upon less than forty-five (45) days written notice.

4. If **The Springvale Inn** provides additional care, services or supplies upon the express written order of the Resident's primary physician, **The Springvale Inn** 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, **The Springvale Inn** may assess additional charges for the Resident's benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

F. Reservation of Your Apartment

The Springvale Inn agrees to reserve your apartment in the event of your absence. Your apartment will be held for as long as you continue to pay your Basic Rate as stated in Exhibit III.C. Charges for additional services (such as enhanced care services) will be prorated if your absence is longer than one week. A provision to reserve a residential space does not supercede 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 Springvale Inn** with a thirty (30) day day notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of the Resident's discharge, but in no case more than three (3) business days after you leave the Residence, **The Springvale Inn** must provide the Resident, Resident Representative,, 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. **The Springvale Inn** must also return at the time of your discharge, but in no case more than three (3) business days any of your money or property which comes into the possession of **The Springvale Inn** after your discharge. **The Springvale Inn** must refund on the basis or a per diem proration any advance payment(s) which you have made. If you pass away, **The Springvale Inn** 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 Springvale Inn** shall contact the Surrogate's Court of the County wherein the Residence is located (Westchester County) in order to determine what should be done with property of your estate.

V. Transfer of Funds or Property to Operator

If the Resident wishes wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time, **The Springvale Inn** 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 shall include any agreements made by third parties for your benefit.

VI. Property or Items of Value Held in the Operator's Custody for Residents

If, upon admission or any other time, you wish to place property or things of value in **The Springvale Inn's** custody and **The Springvale Inn** agrees to accept the responsibility of such Custody; a safe is available for items valued up to $500. Your items may be placed or removed during business hours only, Monday through Friday, 9 a.m. to 4 p.m. **The Springvale Inn** must enumerate the items so placed and attach to this agreement a listing of such items. Please see the Case Manager regarding this service.

VII. Fiduciary Responsibility

If **The Springvale Inn** assumes management responsibility over your funds, **The Springvale Inn** shall maintain such funds in a fiduciary capacity to you. Any interest on money received and held for you by **The Springvale Inn** shall be your property.

VIII. Tipping

The Springvale Inn 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

The Springvale Inn 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 the Resident or your Representative. You

agree to inform **The Springvale Inn** 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

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), **The Springvale Inn** 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 Service Plan. **The Springvale Inn** shall not admit any Resident in need of 24-hour skilled nursing care.

2. Effective May 30,2018 the amended regulations include a new provision, applicable to all adultcare facilities, that reads as follows:

> An operator shall not exclude an individual on the sole basis that such individual is person who primarily uses a wheelchair for mobility,and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with the Americans with Disabilities Act of 1990, 42 U.S.C.1201etseq. And with the provisions of this section.

3. The regulations also remove provisions prohibiting adult care facility operators from accepting any person who is "chronically chair fast and unable to transfer or chronically requires the physical assistance of another person to transfer."

2. **The Springvale Inn** shall conduct an initial pre-admission evaluation of a prospective Resident to determine if the individual is appropriate for admission.

3. Once **The Springvale Inn** has conducted an initial evaluation and has determined that You are appropriate for admission to this Residence, and that **The Springvale Inn** 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; you may be admitted to the Assisted Living Residence Program. **The Springvale Inn** is an Assisted Living Residence and not an Enhanced ALR or a Special Needs ALR; therefore these regulations do not apply.

4. If, while residing in the Assisted Living Residence at **The Springvale Inn**, your care needs subsequently change 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 our basic assisted living residence. If this occurs, **The Springvale Inn** will take the appropriate action to terminate this agreement, pursuant to Section XIII of the Agreement. Our Case Manager

will assist you in making a decision about an appropriate setting in which to receive your care. Your transfer to an appropriate setting, will be arranged between you, your caregiver, and our Case Manager.

XI. Rules of the Residence

Attached as Exhibit IV. and made part of this agreement; are the rules of the residence and by signing this agreement, the Resident and Resident Representatives agree to obey all reasonable Rules of the Residence.

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

A. The Resident, Resident 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 Application Fees as detailed in this Agreement.

2. Supply of personal clothing and effects.

3. Payment of all medical expenses including transportation for medical purposes, except when payments are available under Medicare, Medicaid or other third-party 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 Springvale Inn** with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.

5. Informing **The Springvale Inn** promptly of change in health status, change in physician, or change in medications.

6. Informing **The Springvale Inn** promptly of any change of name, address and/or phone number.

B. The Resident's Representative shall be responsible for the following:

1. Vacating and cleaning out of apartment upon termination of agreement

C. The Resident's Legal Representative 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 the Resident and **The Springvale Inn**

2. Upon thirty (30) days notice of the Resident's Representaive to **The Springvale Inn** of the Resident's intention to terminate the agreement and leave the facility. Apartment must be left in the condition you recieved it (broom-swept condition, no damage).

3. Upon thirty (30) days written notice from **The Springvale Inn** to the Resident, the Resident's Representative, your next of kin, the person designated in this agreement as the responsible party and any person designated by you. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if **The Springvale Inn** initiates a court proceeding and the court rules in favor of **The Springvale Inn**.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care that 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 Springvale Inn**, during the thirty (30) day period of notice of termination, assists the Resident in obtaining such public benefits or other available supplemental public benefits. You agree that you will cooperate with such efforts by **The Springvale Inn** 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 Springvale Inn** has had its operating certificate limited, temporarily suspended or **The Springvale Inn** 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 Springvale Inn** decides to terminate the Residency Agreement for any of the reasons stated above, **The Springvale Inn** will give the Resident a notice of termination and discharge, which must be at least thirty (30) days after delivery of notice, including the reason for termination, along with NYS DOH form 5237 30 Day Notice of Termination that is to be signed by the Resident and/or your Representative as well as **The Springvale Inn** Operator/Administrator, 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 **The Springvale Inn** about the proposed termination and may be represented by an attorney or advocate. If you challenge the termination, **The Springvale Inn**, 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 Springvale Inn**. While legal action is in progress, **The Springvale Inn** 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 the Resident and **The Springvale Inn** are free to seek any other judicial relief to which they may be entitled. **The Springvale Inn** must assist you if **The Springvale Inn** 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, **The Springvale Inn** may seek appropriate evaluation and assistance and may arrange for the Resident's transfer to an appropriate and safe location, prior to termination of a Residency Agreement and without thirty (30) days notice or court review, for the following reasons:

1. When you develop a communicable disease, medical or mental condition, or sustains and 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 of others.

3. When a receiver is 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 othe 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 Springvale Inn** 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 notice is to 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 V. and made a part of this Agreement is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a visible common area in the Residence. **The Springvale Inn** agrees to treat you in accordance with such Statement of Resident Rights and Responsibilities.

XVI. Complaint Resolution

Your complaints/grievances do not have to be in a written form; complaints/grievances can be in the form of a verbal complaints/grievances, addressed to the Head of the Department involved

and given to the Concierge, or placed anonymously in the suggestion boxes located in the lobby area, or to each Department Head. Each Department's designee is responsible for resolving your complaint/grievance, initiating action on any recommendation of merit, and responding to you in a timely fashion. If you prefer your grievance to be anonymous, simply leave an unsigned note with the Concierge in a sealed envelope or leave an unsigned note in the suggestion box. Either way, your grievance will be noted, and attempts will be made to resolve your concern. The results of an anonymous complaint/grievance will be posted in a visible area and discussed in a Resident Council meeting and followed up with in the resident council minutes. If your concern is not resolved, please note that the Administrator's door is always open. Therefore, should a Resident seek a DIRECT AND CONFIDENTIAL meeting with the Administrator, please advise the Concierge.

The Springvale Inn'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 VI and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence. **The Springvale Inn** agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. **The Springvale Inn** agrees to address any complaints, problems, issues or suggestions reported by the Resident Council and to provide a written report to them 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.

All grievances will receive a response within twenty-one (21) days of receipt.

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 execute 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 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.

Date:_____ _____
Resident Signature

Date:_____ _____
Legal Representative Signature

Date:_____ _____
Administrator Signature

XIX. Personal Guarantee of Payment (Optional)

_____ personally guarantees payment of charges for Your Basic Rate.
_____personally guarantees payment of charges for the following services, materials or equipment, provided to you, that are not covered by the Basic Rate:

_____

Guardian of Property's Print name _____

Guardian of Property's Signature _____

Date: _____

Guarantor of Payment of Public Funds (Optional)

If the Resident has have a signatory to this agreement beside yourself and that signatory controls all or a portion of your public funds (SSI, Safety Net, Social Security, Other), and if that signator does not choose to have such public funds delivered directly to the Operator, then the signator 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.

_____ _____
Guarantor's Print Name Date

_____ _____
Guarantor's Signature Date

Exhibits

Exhibit I.A.3
Furnishings/Appliances Provided By Operator

Your apartment comes equipped with individually controlled heat and air conditioning, a refrigerator, and window treatments. If the Resident chooses to have valuables locked up, **The Springvale Inn** has access to a locked safe. Each resident is encouraged to bring in with them a safe that locks.

Exhibit I.A.4
Furnishings/Appliances Provided By the Resident

Exhibit I.C.
Additional Services, Supplies Or Amenities

The following services, supplies and amenities are available from the purveyor directly and charges for services must be made directly to the purveyor.

Service	Cost
Dry Cleaning	cost determined by vendor
Professional Hair Grooming	cost determined by vendor
Personal Toilet Articles	cost determined by vendor
Commissary Goods	cost determined by vendor
Medical Transportation	cost determined by vendor
Cultural/Activities Transportation	cost determined by vendor
Long Distance Telephone Service	cost determined by vendor
Local Phone Service	cost determined by vendor

Below is a list of some local service providers for the above services.

Deli & Grocery	739-6422
Dentist's Office – Smile Style Contemporary Dental Arts	734-9557
Laundromat	737-6333
Post Office – Crugers Branch	739-6242
Verizon Phone Services	800-837-4966
B C Taxi	941-7080
J & S Taxi	271-4000
EMStar Ambulance	845-621-9300

Pharmacy

Grassy Sprain	779-4510
Hudson Pharmacy	941-4476
Save Mor Pharmacy	271-2900

For your convenience, our gift shop is open Monday 2:00-4:00pm, Tuesday 12:30-1:30pm and Thursday 4:00-5:00pm. All proceeds are used to supplement resident programs such as "Dutch Treat Lunch.

Exhbit I.D.
Licensure/Certification Status Of Providerss

Assisted Living Services

Exhibit II
Disclosure Statement

Bethel **Springvale Inn**, as operator of **The Springvale Inn** 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 XVII. of this Agreement.

2. The Operator is licensed by the New York State Department of Health to operate Bethel **Springvale Inn**, an Assisted Living Residence as well as an Enriched Housing Program.

3. The owner of the real property upon which the Residence is located is **Springvale Inn**. The mailing address of **Springvale Inn** is 62 Springvale Road, Croton-on-Hudson, NY 10562. No other individual is authorized to accept personal service on behalf of such real property owner except the Administrator, Lizbeth Dees and/or the Case Manager, Ivy Hyman-Ali.

4. The Operator of the Residence is **Springvale Inn** The mailing address of **Springvale Inn** is 62 Springvale Road, Croton-on-Hudson, NY 10562. No other individual is authorized to accept personal service on behalf of the Operator except Administrator, Lizbeth Paez and/or the Case Manager, Ivy Hyman-Ali.

5. There is no ownership interest in excess of 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.

6. There is no ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to Residents of the Residence, in the Operator.

7. As a resident of **The Springvale Inn**, you are able to receive services through any organization or agency in good standing in the state of NY and licensed or certified to practice business in NY. You may receive services from providers with whom the operator does not have an arrangement. You are required to inform the operator of any organization or agency hired by you to provide services in **The Springvale Inn** for insurance and regulatory purposes.

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

9. The Case Manager will assist you in assessing whether you are entitled to financial assistance through local, state and federal organizations. You may also be entitled to Medicare, Medicaid, and Veteran's Assistance coverage for other home care, skilled nursing and rehabilitation, pharmaceutical, and durable medical equipment services during your stay

at **The Springvale Inn**. The Case Manager will assist in determining your eligibility for such assistance and will make appropriate referrals to said programs on your behalf.

10. The New York State Department of Health's telephone number for reporting any complaint regarding the services provided by The Assisted Living Operator or Home Care Services is 1-866-893-6772.

11. Your Long Term Care Ombudsman is a Resident Advocate, certified by the New York State Office for the Aging. An Ombudsman visits the facility regularly. He/She is not an employee of the facility. An Ombudsman is available to Residents and their families:

    - For information
    - To assist with a problem
    - To help with complaints

Confidentiality is guaranteed. Please call 914-682-3926, Extension 2121 if you would like to talk to the Ombudsman or arrange a visit. You may also contact the Ombudsman Program via their website: www.ombudsman.state.ny.us.

Exhibit III.A.2
Tiered Fee Arrangements
☐ Basic Services Program Included in Monthly Fee:

- Functional Health Assessment on Admission and annually thereafter
- Individualized Service Plan on Admission and reviewed every six (6) months
- Changes in medications, and plans for outpatient procedures prior to appointments
- Coordination of Medical Appointments if needed or requested by Resident
- Three (3) healthy meals per day provided in The Hudson Room
- Daily monitoring of meal consumption and monthly weight by Health Services Department
- Health Promotion and Wellness Programs on-going throughout the year
- Encouragement of participation in Activities & Social Program
- VoiceCare Emergency Response System w/ call pendant
- Weekly Housekeeping
- Weekly Laundry
- Cable Access

Enriched Care Programs
☐ Springvale Silver Program - $822.00/month

Includes All Basic Services Plus.

- Assistance with Two (2) baths/showers per week
- Escorts within The Inn (assistance to and from meals, recreation & social programs) and to Retail Level
- Daily Reminders for Personal Care and ADL's if needed or requested

☐ **Gold Care Program - $1,374.00**

Includes All Basic Services Plus.

- Three (3) baths/showers per week
- Daily Assistance with Dressing, ADL skills, and Personal Hygiene including Oral Care
- Escorts within **The Springvale Inn** (assistance to and from meals, recreation & social programs) and to Retail Level
- Assistance with Transfers if requested/needed
- Continence Management
- Daytime, Evening, & Nightly HHA Supervisory Checks as requested or needed
- Laundry Twice Weekly if needed

Exhibit III.A.2
Tiered Fee Arrangements:

☐ **Springvale Medication Management Program - $692.00/month**

(Services are Supervised and Directed by a Licensed Practical Nurse) Included in Program.

- Daily assistance with the administration of medications by an LPN or Medication Certified HHA as directed by physician orders
- Medications ordered/re-ordered by Health Services Department through the pharmacy
  or by suitable pharmacy of your choice
- Consultation with personal Physician and Liaison with Pharmacy
- Medication Record keeping & Documentation of Administration
  Resident Escorts Program $275.00/month
- Escorts within The Inn (assistance to and from meals, recreation & social programs) and to Retail Level
- Includes wheelchair escort or walking with resident using walker
  Shower Program $275.00/month
- Assistance with up to two (2) baths/showers per week

Exhibit III.B.
Supplemental, Additional Or Community Fees

Upon your admission to **The Springvale Inn**, you are required to pay a one-time non-refundable, application community fee of $1000.00. This fee covers the usage by you and your guests of our transportation services. This is a one-time fee only. There will be no additional charges during the course of your stay for any of these services. Pursuant to this agreement, if your stay is less than sixty (60) days, you will be refunded 50% of this application community fee. If your stay is between sixty-one (61) and ninety (90) days, you will be refunded 25% of this fee.

Exhibit III.C
Rate Or Fee Schedule

Rent: $_____
Total Monthly Fee: $_____

All rates include Cablevision, VoiceCare Emergency Response System and assistance as required under facilities licensure regulations.

Exhibit III.D.
Monies Due At Occupancy

Rent for _____ (month) for _____days:
Total Due for _____ (month):

Application Fee..... $1,000.00
Security Deposit..... (equal to one month's basic rent)

The Security Deposit is due upon signing this and will deposited into an interest bearing account. The deposit plus interest is fully refundable upon leaving minus any balances due.

Exhibit IV.
Rules Of The Residence

See attached Resident Handbook.

Exhibit V.
Rights And Responsibilities Of Residents In Assisted Living Residences

RESIDENT'S RIGHTS AND RESPONSIBLITIES 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 CON SULTATION WITH HIS OR HER PHYSICIAN, ATTORNEY, AND ANY OTHER PERSON;

(D) EVERY RESIDENT, RESIDENT'S REPRESENATATIVE 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 during TREATMENT and Cares.

(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 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 TO NOT BE COERCED OR REQUIRED TO PERFORM WORK ON 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 ACTION, 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 CONSEQUECES 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 RESIDENT'S;

(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; AND

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER, 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.

(Q) EVERY RESIDENT OF AN ASSISTED LIVING RESIDENT 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 ASSITED LIVING.

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 VI.
Operator Procedures: Resident Grievances And Recommendations

Resident Grievance or Recommendation Procedure for **The Springvale Inn**

> Your complaints/grievances do not have to be submitted in a written form, complaints/grievances can also be in the form of a verbal complaint/grievance, addressed to the Head of the Department involved and given to the Concierge or placed anonymously in the suggestion boxes located in the lobby area or to each Department Head. Each Department's designee is responsible for resolving your complaint/grievance, initiating action and responding to you in a timely fashion. If you prefer your grievance to be anonymous, simply leave an unsigned note with the concierge in a sealed envelope or leave an unsigned note in the suggestion box. Either way, your grievance will be acknowledged and attempts will be made to resolve your concern, the results of an anonymous complaint/grievance will be posted in a visible area and discussed in Resident Council meeting and followed up in Resident Council minutes.

If your concern is not resolved, please note that the Administrator's door is always open. Therefore, should a Resident seek a DIRECT AND CONFIDENTIAL meeting with the Administrator, please alert the Concierge.

You may also utilize the following to voice your grievances and concerns:

Long Term Care Ombudsman Program
Westchester Independent Living Center
10 County Center Road
White Plains, NY 10607
(914) 682-3926 ext.2121

What is a Long Term Care Ombudsman?

Your Ombudsman is a Resident Advocate, certified by the New York State Office for the Aging. An Ombudsman visits the facility regularly. He/She is not an employee of the facility. An Ombudsman is available to Residents and their families:

- For information
- To assist with a problem
- To help with complaints

Confidentiality is assured. Please call 914-682-3926, Extension 2121 if you would like to talk to the Ombudsman or arrange a visit.

Exhibit VII.
Consumer Guide To Community-Based Long Term Care

What are long term care services?
Long term care services may include the medical, social, housekeeping, or rehabilitation services a person needs over months or years in order to improve or maintain function or health. Such services are provided not only in nursing homes, but also in patients' homes or in community-based settings such as assisted-living facilities. New York State has many services and programs as alternatives to nursing home care. Both medical and non-medical care may be received at home or in residential settings and can range from simple (light housekeeping) to complex (nursing care or physical therapy) services.

Who can receive which services?
You may be able to receive a service or participate in a program through your private health insurance, a managed care agency, Medicaid or Medicare - depending on whether you are financially and medically eligible and meet the criteria of the service or program you are interested in or by paying for it yourself.

- Some services are available to people who are eligible for Medicaid, have Medicare coverage, use their own funds ("private pay"), or have private health or long term care insurance.
- Some services are available only to people who are Medicaid eligible.

What is Medicare and what does it do?
Medicare is a federal health insurance program for:

- People 65 years of age and older
- Some people under 65 who have disabilities
- People with end-state renal disease

Medicare helps pay for hospital care, skilled nursing facilities, hospice care, some home health care, doctors' services, outpatient hospital care, and some other medical services. To find out whether you are eligible for Medicare, or whether the service you need are covered by Medicare, call 1-800-MEDICARE (1-800-633-4227), or fax 1-877-486-2048, or go to www.medicare.gov.
Visit the following sites for more information about Medicare:

- Medicare Savings Program
- Health Insurance Information Counseling and Assistance Program (HIICAP)

What is Medicaid and what does it pay for?
Medicaid is a health insurance plan for New Yorkers who cannot afford medical care. You may be eligible for Medicaid if you receive Supplemental Security Income (SSI) or meet certain income, resource, age, or disability requirements. Medicaid can pay for a variety of medical services that can help you continue to live in your home, or for special services available to participants in waivers. Some of the covered services: doctor and clinic services, prescription and non-prescription drugs, home care, personal care aides, adult day care, lab tests, transportation to medical care, physical, occupational and speech therapy, mental health services, x-rays, durable medical equipment such as wheelchairs, orthotic and prosthetic appliances. You can make an appointment to apply for Medicaid at your county Department of Social Services.

For more information on Medicaid call:

The NYS Medicaid Helpline
1-518-486-9057 (Monday - Friday 8:00 am - 5:00 pm)
1-800-541-2831 (Monday - Friday 8:00 am - 5:00 pm)

In New York City, residents of the 5 Boroughs may call the Human Resources Administration toll free at 1-718-557-1399.

Other Payment Sources

If you are using private insurance or a managed care organization, contact your insurance carrier. Veterans may wish to contact the Veterans' Administration Health Benefits Service Center at 1-877-222-VETS or go to www.va.gov/elig/. You can find other useful information on the website of the New York State Office for the Aging.

How to Find Services:

On this web page, you will find broad descriptions of long term services and programs that may help you remain at home. The page contains general information on services certified, operated or overseen by the NYS Department of Health and points toward other sources that offer services and information. Please note that the information provided is general in nature and may not apply to your specific circumstances. You may be medically and financially eligible for some of the services. In determining this, you may need to undergo an assessment and authorization process which may include orders from your health-care provider. Generally, a person must meet several criteria in order to be eligible for a service or program. For example, the fact that you may need personal care or occupational therapy does not mean you qualify for all programs that provide those services. The following links contain information on some services and programs. This is not a comprehensive list, since other services or programs may be available from other government agencies or from private organizations.