

RIVERSPRING RESIDENCES

RESIDENCY AGREEMENT

RiverSpring Residences

Residency Agreement

TABLE OF CONTENTS

	Page
I. Housing Accommodations and Services.....	5
A. Housing Accommodations and Services.....	5
B. Basic Services.....	5
C. Additional Services and Supplies.....	7
D. Licensure/Certification Status.....	7
II. Disclosure Statement.....	7
III. Fees	7
A. Basic Rate (Flat Fee Arrangement).....	7
B. Tiered Fee Arrangement.....	7
C. Supplemental, Additional or Community Fees	8
D. Rate or Fee Schedule.....	8
E. Billing and Payment Terms	8
F. Adjustments to Basic Services Rate or Additional or Supplemental Fees	10
G. Reservation of Space During a Temporary Absence	10
IV. Refund/Return of Your Monies and Property.....	11
V. Transfer of Funds or Property to Operator.....	11
VI. Property or Items of Value Held in the Operator's Custody for You	11
VII. Fiduciary Responsibility	11
VIII. Tipping	11
IX. Personal Allowance Accounts	11
X. Admission and Retention Criteria for an Assisted Living Residence.....	12
XI. Rules of the Residence.....	14
XII. Responsibilities of Resident, Resident's Representative, and Resident's Legal Representative	14
XIII. Termination and Discharge.....	15
XIV. Transfer	16
XV. Resident Rights and Responsibilities.....	17

**RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT**

XVI.	Complaint Resolution	17
XVII.	Miscellaneous Provisions.....	18
XVIII.	Agreement Authorization.....	18

TABLE OF EXHIBITS

Exhibit and Subject

I.A.1.	Identification of Apartment/Room.....	22
I.A.3.	Furnishings and Appliances Provided by the Operator	23
I.A.4.	Furnishings and Appliances Provided by You.....	24
I.C.	Additional Services, Supplies or Amenities	25
I.D.	Licensure or Certification Status of Providers.....	26
II.	Disclosure Statement	27
III.A	Tiered Fee Arrangements.....	30
III.B.	Supplemental, Additional Fees or Community Fees	31
III.C.	Rate or Fee Schedule	32
XI.	Rules of the Residence and Operator Procedures	33
XV.	Rights and Responsibilities of Residents.....	35
XVI.	Operator Procedures: Resident Grievances and Recommendations	38
XVII.	Department of Health Consumer Information Guide.....	40
XVIII.	Enhanced Assisted Living Residence Addendum.....	41
XIX.	Special Needs Assisted Living Residence Addendum.....	49

RiverSpring Residences

Residency Agreement

This agreement is made between:

The Hebrew Home for the Aged at Riverdale (the “Operator”)

5901 Palisade Avenue
Riverdale, New York 10471
Telephone: 718-581-1100
Fax: 718-581-_____

and

The Resident (“You” or “Resident”):

Name: _____

Address: _____

Telephone: _____

The Resident’s Legal Representative (POA or Guardian), if any:

Name: _____

Address: _____

Telephone: _____

The Resident’s Representative, if any:

Name: _____

Address: _____

Telephone: _____

RECITALS

- A. The Operator is licensed by the New York State Department of Health to operate at 5901 Palisade Avenue, Riverdale, New York 10471, an Assisted Living Residence (the “Residence”) known as RiverSpring Residences and an Enriched Housing Program. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence.
- B. You have requested to become a resident at the Residence and the Operator has accepted your request.

AGREEMENT

I. Housing Accommodations and Services.

Beginning on _____, 202__, the Operator shall provide the following housing accommodations and services to You, subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

A. Housing Accommodations and Services

1. **Your Apartment.** You may occupy and use a private apartment (studio or 1-bedroom, as designated along with the apartment number in Exhibit I.A.1), subject to the terms of this Agreement. You may occupy your apartment once your Individualized Service Plan is prepared and your first month rent and Community Fee are paid.
2. **Common Areas.** You and your guests have unrestricted access for at least ten (10) hours per day between the hours of 8:00 am and 9:00 pm to the general-purpose common areas of RiverSpring Residences such as lounges and outdoor sitting areas for scheduled group activities or unscheduled group or individual recreation. Whenever a common area is temporarily unavailable for maintenance or administrative activities such as staff training, other common areas suitable for recreation will remain available for resident use.
3. **Furnishings/Appliances Provided by the Operator.** Attached as Exhibit I.A.3. and made part of this Agreement is an Inventory of furnishings, appliances and other items supplied in your apartment by the Operator.
4. **Furnishings/Appliances Provided by You.** Attached as Exhibit I.A.4. and made part of this Agreement is an Inventory of furnishings, appliances and other items supplied by You for your apartment. Such Exhibit also

RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT

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. **Development of Individualized Service Plan.** An Individualized Service Plan will be developed to address the Resident’s needs. This plan will be reviewed and revised every 6 months and whenever ordered by the Resident’s physician or as frequently as necessary to reflect the changing care needs of the Resident.
2. **Meals and Snacks.** Three (3) nutritionally well-balanced meals per day and one (1) snack per day are included in your Basic Rate. The following modified diet will be available to you if ordered by your physician and included in your Individualized Service Plan: Regular, No Added Salt (NAS) and Carbohydrate Controlled. Outside of scheduled meal time, 24 hours per day, seven days a week residents can request snacks and drinks from the staff.
3. **Activities.** The Operator 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.
4. **Housekeeping Services.** Vacuuming, trash collection and general housekeeping services will be provided on a weekly basis or as otherwise needed in keeping with your needs.
5. **Linen Service.** Towels and washcloths, (1) pillow, (1) pillowcase, at least (1) blanket, (2) bed sheets and (1) bedspread, all clean and in good condition.
6. **Laundry of your personal washable clothing.** Your personal washable clothing will be laundered weekly or as often as needed.
7. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff onsite to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.
8. **Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your

RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT

needs and interests, information and referral, and coordination with available resources to best address your needs and interests.

9. **Personal Care.** The Operator will provide sufficient staff to perform personal care, including: Wellness checks such as weights and blood pressure monitoring and basic assistance with bathing, grooming, dressing, toileting, ambulation, transferring, feeding, medication acquisition, storage and disposal and assistance with self-administration of medication.

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

- D. **Licensure/Certification Status.** 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.

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 (Flat Fee Arrangement).** The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I.B. of this Agreement.

The Basic Rate as of the date of this Agreement is \$_____ per month / \$_____ per day.

- B. **Tiered Fee Arrangements.** Any "Tiered" fee arrangements, in which the amount of the Monthly Rate depends upon the types of services provided, the number of hours of care provided per week for some type of service and the fees for each "tier" of care, are set forth in detail in Exhibit III.A.2. and made a part of the Agreement. Such Exhibit describes the types of services provided, the number of hours of care provided per week for such service, the fees for each "tier" of care, and describes who will be providing care, if other than staff of the Operator.

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

RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT

1. A supplemental or additional fee is a fee for services that are in addition to those services, care or amenities included in the Basic Rate.
2. A supplemental or additional fee must be at your option.
3. In some cases, the law permits the Operator to charge an additional fee without your express written approval.
4. A Community Fee is a one-time non-refundable fee that the Operator may charge at the time of admission. The Operator must clearly inform you what the 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. You, 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.
5. Any charges by the Operator, whether as a part of the Basic Rate, Supplemental, Additional or Community Fees, shall be made only for services and supplies that are actually supplied to you.
6. The Community Fee as of the date of this Agreement is \$6,200.00. The Community Fee is non-refundable.

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

E. Billing and Payment Terms.

1. The Basic Rate and any additional or supplemental fees will commence on the date this Agreement is signed.
2. All payments are due by the fifth (5th) of each month and shall be delivered to the Business Manager. Payments received by the Operator after the twelfth (12th) day of the month when due, plus any outstanding balance, will incur a late charge equal to the lesser of one and one-half (1½%) percent interest per month or the maximum allowed by law. A notification of any late charges, if necessary, will be sent with each monthly statement of charges. If you fail to make payments as provided above, all charging privileges for additional or supplemental services which the Operator is not required by law to provide (such as beauty parlor, barber, sundries, dry-cleaning, etc.) may be suspended at the Operator's option. You and your Legal Representative have the right to

RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT

dispute and contest any charges in accordance with Section XV below or in accordance with applicable law, provided, however, that You or Your Responsible party, if any, shall have the right to contest that there has been a late payment or that sums are actually due under this agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties.

3. The Resident will be charged from the day of your admission up through and including the day of discharge from the Residence ("Discharge Date"). The Discharge Date is the day when The Resident has removed all of his or her belongings from the apartment.
4. If the Operator provides supplemental or additional services beyond those required by law, those services will be provided to You at your option and You will be charged only for those services chosen by and provided to You.
5. Prior to admission, You must pay to the Operator the Community Fee, the first month's Basic Rate and a security deposit equal to one month's Basic Rate.
6. The Operator will deposit your security deposit as permitted by law. Your security deposit will bear interest as required by law. You may not use your security deposit to pay for any amount You owe to the Operator or any other party.
7. If You do not pay your Basic Rate on a timely basis or you cause the Operator to incur any other damage or loss, the Operator may use your security deposit to pay for any amount that you owe to the Operator. You and your Legal Representative have the right to dispute and contest any charges in accordance with Section XV below or in accordance with applicable law.
8. In the event the Resident, Resident's Representative or Resident's legal representative, as applicable, is no longer able to pay for services provided for in this Agreement or additional services or care needed by the Resident, the Operator may issue a notice of termination, as more fully described in Section XIII.
9. If the Operator is required to use any portion of your security deposit to pay for any services You receive, You must reimburse the Operator an amount equal to the sum used. That amount is due when billed. At all times during Your residency, the Operator must have the full amount of your security deposit on hand.

RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT

10. Your security deposit and any interest earned thereon, less any unpaid amounts You may owe to the Operator, will be returned to You within three (3) business days following your Discharge Date.
11. Payment should be made out to “RiverSpring Residences” at 5901 Palisade Ave., Riverdale, NY 10471.

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

G. Reservation of Space During a Temporary Absence.

If You must be temporarily absent from the Residence, You may reserve your apartment by continuing to pay the Basic Rate or You may choose to terminate this Agreement subject to Section XIII below. The length of time the apartment will be reserved is thirty (30) days. If You choose to reserve your apartment, the then-current Basic Rate and terms of this Agreement will remain in effect until the Operator receives a written thirty (30) day termination notice from You or your Legal Representative. Continuing to reserve your apartment does not supersede the requirements for termination set forth in Section XIII.

IV. Refund/Return of Resident Monies and Property.

RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT

Upon termination of this Agreement or at the time of Your discharge, but in no case more than three (3) business days after Your discharge, the Operator must provide You, Your Representative 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 Operator must also return at the time of Your discharge, but in no case more than three business days after Your discharge any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis or a per diem proration any advance payment(s) which You have made. If you die, the Operator must turn over Your property to the legally authorized representative of Your estate.

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

V. Transfer of Funds or Property to Operator.

The Operator will not accept the transfer of money, property or things of value by You to the Operator upon admission or at any time.

VI. Property or Items of Value Held in the Operator's custody for You.

The Operator will not accept the transfer of money, property or things of value by You to the Operator upon admission or at any time.

VII. Fiduciary Responsibility.

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

VIII. Tipping.

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

IX. Personal Allowance Accounts.

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

RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT

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. An Operator shall not exclude an individual on the sole basis that such individual is a 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. 12101 et seq. and with the provisions of those sections.
- B.** The Operator is required to conduct an initial pre-admission evaluation of a prospective resident to determine whether or not that individual is appropriate for admission.
- C.** The Operator has conducted such an 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 residing in the "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced or Special Needs Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for continued residency in the Basic Residence. If this occurs, You may be able to continue to reside in RiverSpring Residences and to receive Enhanced or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met. This Residence is currently certified by the New York State Department of Health to provide Enhanced and Special Needs Assisted Living Residence services. If you become appropriate and one of these units is available, You may be eligible to be admitted into Enhanced or Special Needs Assisted Living Program. In that case, it may be necessary for You to change your apartment within RiverSpring Residences. If, however, these units are at capacity and there are no vacancies, then the Operator will assist You and your Legal Representative to identify and

RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT

obtain other appropriate living arrangements and take appropriate action to terminate this Agreement pursuant to Section XIII of this Agreement.

- E.** If You are being admitted to the Enhanced Assisted Living Residence, the “Enhanced Assisted Living Residence Addendum” attached to this Agreement will apply to You.
- F.** Enhanced Assisted Living Care may be provided to persons who desire to continue to age in place in an Assisted Living Residence and who: (a) chronically require the physical assistance of another person in order to walk; or (b) chronically require the physical assistance of another person to climb or descend stairs; or (c) are dependent on medical equipment and requires more than intermittent or occasional assistance from medical personnel; or (d) have chronic unmanaged urinary or bowel incontinence.
- G.** 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.
- H.** If You are residing in the Enhanced Assisted Living Residence and your care needs subsequently change in the future to the point that You are no longer appropriate for residency in the Enhanced Assisted Living Residence, the Operator will take the appropriate action to terminate this Agreement pursuant to Section XIII hereof unless each of the conditions set forth in Section XI of the “Enhanced Assisted Living Residence Addendum” attached to the Agreement are met.
- I.** If You are being admitted to the Special Needs Assisted Living Residence, the “Special Needs Assisted Living Residence Addendum” attached to this Agreement will apply to You.
- J.** Special Needs Assisted Living care may be provided to persons who experience a loss of cognitive ability or memory, or who have been diagnosed with Alzheimer’s disease.
- K.** If You are residing in the Special Needs Assisted Living Residence and your care needs subsequently change in the future to the point that You are in need of 24-hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, You will no longer be appropriate for residency in the Special Needs Assisted Living Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement pursuant to Section XIII hereof.

RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT

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

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

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

1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Fees as detailed in this Agreement.
2. Supply of personal clothing and effects.
3. Payment of all medical expenses, including transportation for medical purposes, except when payment is available under Medicare, Medicaid or other third party coverage.
4. At the time of admission and at least once every twelve (12) months thereafter, or more frequently if a change in Your 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 the name, address and/or phone number.

B. The Resident's Representative shall be responsible for the following:
In the absence of Your performance of these responsibilities, Your Representative is responsible for the items listed in XII A. above.

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

In the absence of Your performance of these responsibilities, Your Legal Representative is responsible for the items listed in XII A. above.

XIII. Termination and Discharge.

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

RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT

- A.** By mutual agreement between You and the Operator;
- B.** Upon thirty (30) days notice from You or Your Legal Representative to the Operator of your intention to terminate the agreement and leave the facility;
- C.** Upon thirty (30) days written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this Agreement as the responsible party, Your Legal Representative (if any) 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 Operator initiates a court proceeding and the court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

- A.** You require continual medical or nursing care which the Operator is not permitted by law to provide;
- B.** If your behavior poses an imminent risk of death or imminent risk of serious physical harm to You or anyone else;
- C.** You fail to make timely payment for all charges, expenses and other assessments, if any, for services including the 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 may take place unless the Operator, during the thirty (30) day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.
- D.** 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;
- E.** The Operator has had his/her operating certificate limited, revoked or temporarily suspended, or the Operator has voluntarily surrendered the operation of the facility;
- F.** 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 Residents' continued safety and care.

RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT

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

You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, the Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of the Operator.

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

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

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

XIV. Transfer.

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

- A. When You develop a communicable disease, medical or mental condition, or sustains an injury such that continual skilled medical or nursing services are required;
- B. In the event that Your behavior poses an imminent risk of death or serious physical injury to You or others; or
- C. 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 provision for the Residents' continued safety and care.

If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand-delivered to You at the location to which You have been moved. If such hand-delivery is not possible,

RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT

then the notice must be given by any of the methods provided by law for personal service upon a natural person.

If the basis for the transfer permitted under parts A and B above of this Section no longer exists, You are deemed appropriate for placement in the 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 part of this Agreement is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a readily-visible common area in the Residence. The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

XVI. Complaint Resolution.

- A.** You, Your Representative and Your legal representative have the right to present complaints and recommendations for changes and improvements to the operation of the Facility.
1. Complaints and recommendations may be given to the Assistant Executive Director or a representative of the Resident Council.
 2. If You, Your Representative or legal representative wants to submit a complaint or recommendation anonymously, You or Your Representative should put it in writing and place it in the suggestion box, located inside the Main Entrance.
 3. Each complaint and recommendation will be promptly investigated and evaluated.
 4. The Operator will inform residents of any actions taken and the resolution of each grievance or recommendation by directly advising affected Residents or by providing written notice whenever necessary within twenty-one (21) days.
 5. A copy of these procedures is attached as Exhibit XVI and made part of this Agreement and posted on the main Residence bulletin board in the Lobby and on each floor.
- B.** Residents may organize and maintain councils or such other self-governing body as the Residents may choose. Resident families are also encouraged to organize as self-governing bodies. The Operator agrees to address any complaints, problems, issues or suggestions reported by any such Residents' or Families' organization and to provide a written report to the Residents' organization that addresses the concern.

RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT

- C. The New York State Long Term Care Ombudsman Program is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights. The toll-free telephone number to request an Ombudsman to advocate for You is 1-855-582-6769. The local Long-Term Care Ombudsman Program telephone number is 1-212-812-2901.

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit XVI and made part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence.

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

- A. This Agreement constitutes the entire Agreement of the parties.
- B. 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 applicable statutes and regulations shall be null and void.
- C. The parties agree that this Residency Agreement and any related documents executed by the parties shall be maintained by the Operator in its files 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 at any time upon request by the New York State Department of Health.
- D. 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.

Resident

Date

**RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT**

Resident's Legal Representative

Date

Resident's Representative

Date

RiverSpring Residences Representative

Date

RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT

(Optional) Personal Guarantee

In consideration of the accommodations and services to be provided by The Hebrew Home for the Aged at Riverdale ("Operator") to _____ (the "Resident") pursuant to an Assisted Living Residency Agreement (the "Agreement"), I unconditionally agree to pay all present and future obligations and liabilities of any kind which are owed by the Resident to the Operator (the "Obligations").

This is a voluntary, absolute and unconditional guarantee. It shall remain in full force and effect and be binding upon me and my legal representatives and assigns to the extent permitted by Law.

This guarantee is a guarantee of payment and not of collection, and the Operator shall be under no obligation to take any action against the Resident or any other entity or person liable for any of the Obligations as a condition precedent to my being obligated to perform as agreed herein.

No failure or delay by the Operator to exercise any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial waiver of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power.

Each and every right, remedy and power hereby granted to the Operator or allowed to it by law shall be cumulative and not exclusive of any other, and may be exercised by the Operator in its sole discretion. This guarantee shall be enforceable notwithstanding any other circumstance that might otherwise constitute a defense. I acknowledge that I have not relied on any representations or warranties, oral or written, except as provided in this guarantee.

This guarantee shall be interpreted in accordance with the laws of the State of New York without application of conflict of laws principles. Any dispute relating to, arising out of or regarding this guarantee shall be brought in the courts of the State of New York, Westchester County. This guarantee shall survive the termination of the Agreement and shall not expire until the Agreement is terminated and the Operator receives payment in full. Nothing except cash payment in full of the Obligations shall release me from liability under this guarantee.

This guarantee is being provided at the request of the Operator and at the undersigned's option.

Guarantor's Signature

Print Name

Date

Guarantor's Address

RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT

Guarantor of Payment of Public Funds

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

Print Name

Date

Guarantor's Address

RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT

Exhibit I.A.1.

Identification of Apartment/Room

Apartment No.: _____

- ☐ Small Studio
- ☐ Standard Studio
- ☐ Deluxe Studio
- ☐ Premium Studio
- ☐ One Bedroom Standard
- ☐ One Bedroom Deluxe
- ☐ One Bedroom Premium

RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT

Exhibit I.A.3.
Furnishings and Appliances Provided by the Operator

Number	Description
1	A standard single bed in good repair, clean springs maintained in good condition, a clean, comfortable, well-constructed mattress, standard in size for the bed, a chair and a lamp
2	Lockable storage facilities for personal articles and medication which cannot be removed at will if the apartment is not equipped with a lock
3	An individual dresser and closet space for the storage of resident clothing
4	Household supplies and equipment including soap and toilet tissue
5	Household linens including, a pillow, a pillowcase, two sheets, blankets, a bedspread, towels and washcloths
6	Dishes, glasses, utensils and table
7	Curtains, shades or blinds
8	Microwave (ALR & EALR only)
9	A hinged entry door
10	

Depending upon Your condition, the requirements of your Individualized Service Plan, New York State Department of Health requirements and the need to maintain a safe living environment for You in Your apartment, the furnishings and appliances provided by the Operator may change over time.

Residents are NOT ALLOWED to bring the items below:

Number	Description
1	Small cooking appliances toaster over/ toaster oven, in door grills, pressure cooker, hot plates, slow cookers, sandwich makers, air fryers, rice cookers)
2	Clothing Iron
3	Microwave (SNALR only)
4	Portable space heaters
5	Extension Cords
6	
7	
8	
9	
10	

**RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT**

Exhibit I.A.4.

Furnishings and Appliances Provided by You

Number	Description
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

Depending upon Your condition, the requirements of Your Individualized Service Plan, New York State Department of Health limitations and the need to maintain a safe living environment for You in your apartment, the furnishings and appliances that You may keep in Your apartment may change over time.

RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT

Exhibit I.C.

Additional Services, Supplies or Amenities

The following services and supplies are available either from the Operator directly or through arrangements with others.

Service	Provided By
Dry Cleaning	Resident's Choice
Personal Toilet Articles	Resident's Choice
Commissary Goods	Resident's Choice
Medical Transportation	Resident's Choice
Cultural Activities Transportation	Resident's Choice
Local Telephone Service	Resident's Choice
Long Distance Telephone Service	Resident's Choice
Professional Hair Grooming	Resident's Choice
Transportation Attendant	Resident's Choice
Other	Resident's Choice

While some of these services and supplies may be provided by RiverSpring Residences or an affiliated entity, the resident retains the choice in receiving services from the provider of His/Her preference, including from external community based providers.

The cost for these services and supplies vary, so please contact the individual service provider to receive specific quotes. These services and supplies are optional and will be billed directly to you in addition to your Basic Rate. The cost for medical transportation will be the rate charged by the supplier of such medical transportation unless payment is available through Medicare, Medicaid or other third-party coverage. The cost for a Transportation Attendant required for the safe transport of the Resident will be the rate charged by the supplier of such transportation attendant services unless payment is available through Medicare, Medicaid or other third-party coverage.

**RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT**

Exhibit I.D.

Licensure or Certification Status of Providers

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

Service	Provider	Licensure/Certification
Home Care	RiverSpring Certified Home Health Agency	Certified by the New York State Department of Health
Home Care	RiverSpring Licensed Home Care Services Agency, Inc .	Licensed by the New York State Department of Health

**RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT**

Exhibit II.

Disclosure Statement

The Hebrew Home for the Aged at Riverdale (The “Operator”) as operator of RiverSpring Residences (The “Residence”), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit XVI of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate at 5901 Palisade Ave., Riverdale, NY 10471, an Assisted Living Residence as well as an Enriched Housing Program. The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence. These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

The Operator is currently approved to provide:

- a. Enhanced Assisted Living services for up to a maximum of 69 persons.
- b. Special Needs Assisted Living services for up to a maximum of 49 persons.

The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services and Special Needs Assisted Living programs.

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

RIVERSPRING RESIDENCES

RESIDENCY AGREEMENT

Living Residence program within this Residence, it may be necessary for You to change Your apartment within the Residence.

3. The owner of the real property upon which the Residence is located is The Hebrew Home for the Aged at Riverdale. The mailing address of such real property owner is 5901 Palisade Avenue, Riverdale, NY 10471. The following individual is authorized to accept personal service on behalf of such real property owner: David V. Pomeranz, C.O.O., 5901 Palisade Avenue, Riverdale, NY 10471.
4. The Operator of the Residence is The Hebrew Home for the Aged at Riverdale. The mailing address of the Operator is 5901 Palisade Avenue, Riverdale, NY 10471. The following individual is authorized to accept personal service on behalf of the Operator: David V. Pomeranz, C.O.O., 5901 Palisade Avenue, Riverdale, NY 10471.
5. The Hebrew Home for the Aged at Riverdale has no ownership interest, either legal or beneficial, in any outside entity which provides care, material, equipment or other services to residents of the Residence. RiverSpring Licensed Home Care Services Agency, Inc. is a sister-corporation of The Hebrew Home for the Aged at Riverdale and may provide care, material, equipment or other services to residents.
6. No outside entity or individual that provides care, material, equipment or other services to residents of RiverSpring Residences has an ownership interest, either legal or beneficial, in the Residence.
7. Residents may receive services from service providers with whom the Operator does not have an arrangement provided the services do not duplicate services that the Operator is required to provide by New York State law or regulation.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. RiverSpring Residences is not certified to receive public funds for the provision of residential, supportive or home health services. As a result, the ability of Residents to use public funds to pay for residential, supportive or home health services including, but not limited to, Medicare coverage of home health services, may be limited and is subject to Federal and New York State law.
10. The New York State Department of Health's toll-free telephone number for reporting complaints regarding the services provided by The Assisted Living Operator is 1-866-893-6772.
11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number 1-855-582-6769 to request an Ombudsman to advocate for the Resident.

RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT

The Local LTCOP telephone number is 1-212-812-2901. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

**RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT**

EXHIBIT III.A.2.

TIERED FEE ARRANGEMENTS

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

RiverSpring Residences utilizes tiered fee arrangements. Tiered Fees are determined by a comprehensive assessment by a licensed representative of the Community, in consultation with Your physician, during the following events: prior to move-in; whenever there are significant changes in Your needs; upon Your physician's request; and every 6 months after your move-in. Points values are assigned to the personal care services you receive, based on the amount of staff supervision or assistance required to perform the service. A copy of the assessment will be provided to the resident and/or representative upon completion of reassessments.

Each "Tier" indicates the additional personal care services available. If the comprehensive assessment indicates that you require services in excess of the basic personal care level, You will be placed in the appropriate Tier for your level of care and you will be required to pay the associated additional fees, as follows:

Tiers	Services	Points	Monthly
Tier 1	Designed for residents who are no longer fully independent, but whose care needs consist primarily of cueing and reminders and who require no physical assistance with activities of daily living but may require more frequent cueing and reminders. This level also include medication assistance.	0-8	Included
Tier 2	Tier 1 + is designed for residents whose care needs consist primarily of a minimal level of physical assistance with activities of daily living.	9-16	\$675
Tier 3	Tier 1+ is designed for residents whose care needs consist primarily of a moderate level of physical assistance with activities of daily living.	17-24	\$2,300
Tier 4	Tier 1 + is designed for residents who require a substantial amount of physical assistance with one or more activities of daily living on a daily basis.	25-32	\$3,600
Tier 5	Designed for residents who require memory care support and supervision, assistance with ADL's and medication assistance.	33+	\$3,700

**RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT**

Exhibit III.B.

Supplemental, Additional or Community Fees

Number	Description	Cost
1	Community Fee (one-time non-refundable fee)	\$6,200.00
2	Security Deposit	Equal to (1) one month's rate of unit
3		
4		
5		
6		
7		
8		
9		
10		

RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT

Exhibit III.C.
Rate or Fee Schedule

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

A. Housing Accommodations and Basic Services: \$ _____

Assisted Living Apartments	Descriptions	Monthly
Small Studio	327 sq. ft.	\$ 6,950.00
Standard Studio	342-367 sq. ft.	\$ 7,200.00
Deluxe Studio	372-408 sq. ft.	\$ 7,750.00
Premium Studio	552 sq. ft.	\$ 9,750.00
One Bedroom Standard	449-555 sq. ft.	\$ 9,400.00
One Bedroom Deluxe	378-526 sq. ft.	\$ 9,750.00
One Bedroom Premium	589-615 sq. ft.	\$ 10,900.00

Memory Care Apartments	Descriptions	Monthly
Small Studio	302-341 sq. ft.	\$ 11,200.00
Standard Studio	328-373 sq. ft.	\$ 11,600.00
Deluxe Studio	365-422 sq. ft.	\$ 12,000.00
Premium Studio	446 sq. ft.	\$ 12,500.00

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

Tier of Care: _____
Monthly Rate: \$ _____

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

Enhanced Service Rate: \$65.00/per day (This fee will only be applied if the resident is admitted to the Enhanced Assisted Living Residence as determined by an assessment, a complete listing of services is provided in the "Enhanced Assisted Living Residence Addendum" attached to this Agreement, if applicable.)

Community Fee: \$6,200.00 (One-time non-refundable fee)

Security Deposit: \$ _____

Additional/Supplemental fee: \$ _____

YOUR TOTAL MONTHLY RATE \$ _____

Your Total Move-In Costs: \$

Exhibit XI.

Rules of the Residence and Operator Procedures

The house rules are as follows:

- Be respectful and considerate of all residents and staff.
- Provide accurate and complete information, to the best of your knowledge, about present condition, past illnesses and hospitalizations, medications and other matters relating to your health.
- Make it known whether You clearly understand a contemplated course of action and what is expected of you.
- Explore the limits of your potential for personal growth in terms of interpersonal relationships, opportunities for service, and opportunities to revitalize old skills or develop new ones, and channel them into creative uses.
- Obey all regulations of the facility and be responsible for following the Individualized Service Plan (care plan) recommended by your doctor.
- Be responsible for your actions if You refuse treatment or if You do not follow your doctor's instructions.
- Respect the property of other residents and of the facility.
- Assure that your financial obligations are fulfilled as promptly as possible.
- Visitors
 - Visitors are always welcome to visit the residents. Recommended visiting hours are between 9 a.m. and 8 p.m., daily.
 - Visitors are also expected to follow house rules, so it is best to make them aware of the rules before they visit.
 - Grandchildren of residents or any other young children who visit should be accompanied by an adult.
- Observe the smoking regulations of the facility:
 - Smoking is prohibited in all areas of the building for staff, residents and visitors.
 - Smoking is allowed outdoors in designated areas only, for staff, residents, and visitors.
 - Visitors, family members, staff and other residents are prohibited from giving smoking materials to any residents. The facility is a smoke-free community. Smoking materials include, but are not limited to:
 - Cigarettes, including electronic cigarettes
 - Cigars
 - Pipes
 - Lighters
 - Matches
 - Tobacco

RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT

- Telephone usage
 - Residents may not be charged for local or long distance calls made by the facility on behalf of services when the services are required by the resident.
 - Any other calls made at the resident's option may be charged to the resident as long as charge is reasonably related to the costs.
 - Residents may have their own cell phones.
 - Residents are responsible for all cell phone related costs.
- Privacy
 - All residents are expected to respect the privacy of others and are not allowed to visit rooms of other residents without permission.
 - All residents are allowed to keep personal possessions (e.g., clothing, toiletries and other personal property) in their rooms.
 - Any type of interference during private activities such as bathing is strictly prohibited, unless assistance from staff is requested by the resident.
- Please direct any questions to your Nurse.
- Pay attention to all fire drills. As a safety precaution, fire drills will be held regularly to familiarize You, other residents and staff with appropriate procedures. When You hear the alarm, stay in your room. Do not sit or stand in the doorways at any time; the fire doors are heavy and will close automatically at the sound of the alarm. If You are not in your apartment, stay where You are unless directed otherwise by staff.
- Avoid accidents by keeping your apartment clean. Pick up clothing, books, shoes and other items that might cause someone to trip or fall.
- Advise facility staff if anything in your apartment needs to be repaired or moved.

**RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT**

Exhibit XV.

**Rights and Responsibilities of Residents
in Assisted Living Residences**

RESIDENTS' 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;

RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT

- (H) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE COURTEOUS, FAIR AND RESPECTFUL CARE AND TREATMENT AND A WRITTEN STATEMENT OF THE SERVICES PROVIDED BY THE RESIDENCE, INCLUDING THOSE REQUIRED TO BE OFFERED ON AN AS-NEEDED BASIS;
- (I) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE OR TO SEND PERSONAL MAIL OR ANY OTHER CORRESPONDENCE WITHOUT INTERCEPTION OR INTERFERENCE BY THE OPERATOR OR ANY PERSON AFFILIATED WITH THE OPERATOR;
- (J) EVERY RESIDENT SHALL HAVE THE RIGHT NOT TO BE COERCED OR REQUIRED TO PERFORM WORK OF STAFF MEMBERS OR CONTRACTUAL WORK;
- (K) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE SECURITY FOR ANY PERSONAL POSSESSIONS IF STORED BY THE OPERATOR;
- (L) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE ADEQUATE AND APPROPRIATE ASSISTANCE WITH ACTIVITIES OF DAILY LIVING, TO BE FULLY INFORMED OF THEIR MEDICAL CONDITION AND PROPOSED TREATMENT, UNLESS MEDICALLY CONTRAINDICATED, AND TO REFUSE MEDICATION, TREATMENT OR SERVICES AFTER BEING FULLY INFORMED OF THE CONSEQUENCES OF SUCH ACTIONS, PROVIDED THAT AN OPERATOR SHALL NOT BE HELD LIABLE OR PENALIZED FOR COMPLYING WITH THE REFUSAL OF SUCH MEDICATION, TREATMENT OR SERVICES BY A RESIDENT WHO HAS BEEN FULLY INFORMED OF THE CONSEQUENCES OF SUCH REFUSAL;
- (M) EVERY RESIDENT AND VISITOR SHALL HAVE THE RESPONSIBILITY TO OBEY ALL REASONABLE REGULATIONS OF THE RESIDENCE AND TO RESPECT THE PERSONAL RIGHTS AND PRIVATE PROPERTY OF THE OTHER RESIDENTS;
- (N) EVERY RESIDENT SHALL HAVE THE RIGHT TO INCLUDE THEIR SIGNED AND WITNESSED VERSION OF THE EVENTS LEADING TO AN ACCIDENT OR INCIDENT INVOLVING SUCH RESIDENT IN ANY REPORT OF SUCH ACCIDENT OR INCIDENT;
- (O) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE VISITS FROM FAMILY MEMBERS AND OTHER ADULTS OF THE RESIDENT'S CHOOSING WITHOUT INTERFERENCE FROM THE ASSISTED LIVING RESIDENCE;

**RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT**

- (P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE (45) DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER, PROVIDING ADDITIONAL SERVICES TO A RESIDENT SHALL NOT BE CONSIDERED A FEE INCREASE PURSUANT TO THIS PARAGRAPH; AND
- (Q) EVERY RESIDENT OF AN ASSISTED LIVING RESIDENCE THAT IS ALSO CERTIFIED TO PROVIDE ENHANCED ASSISTED LIVING AND/OR SPECIAL NEEDS ASSISTED LIVING SHALL HAVE THE RIGHT TO BE INFORMED BY THE OPERATOR, BY A CONSPICUOUS POSTING IN THE RESIDENCE, ON AT LEAST A MONTHLY BASIS, OF THE THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED AND/OR SPECIAL NEEDS ASSISTED LIVING PROGRAMS.

WAIVER OF ANY OF THESE RESIDENT RIGHTS SHALL BE VOID. A RESIDENT CANNOT LAWFULLY SIGN AWAY THE ABOVE-STATED RIGHTS AND RESPONSIBILITIES THROUGH A WAIVER OR ANY OTHER MEANS.

**RIVERSPRING RESIDENCES
RESIDENCY AGREEMENT**

**Exhibit XVI.
Operator Procedures:
Resident Grievances and Recommendations**

1. Upon admission, each resident, family and representatives will be informed of the policy for making, reviewing and resolving suggestions and grievances to improve facility operation and the provision of care.
2. The procedure for making suggestions and grievances will be posted on the Bulletin Board in the Lobby and on each floor.
3. Residents may make confidential or anonymous suggestions and grievances to a representative of the facility by submitting them in the Suggestion Box and/or to the NYS Department of Health or the Long Term Care Ombudsman. The toll-free telephone numbers for reporting complaints is listed in Exhibit II., as items 10 and 11 of the Disclosure Statement.
4. Contact telephone numbers of the NYS Department of Health, the local Ombudsperson and advocacy agencies will be provided to residents upon admission and posted on the Bulletin Board in the Lobby and on each floor.
5. No staff person shall subject any resident making a grievance or recommendation to any form of fear, coercion, discrimination, reprisal or interruption of services.
6. The Facility Representative who must receive all suggestions and grievances is the Director of Nursing.

The purpose of the Grievance Procedure is to provide an orderly process (*see next page*) whereby residents may equitably and expeditiously settle any grievance that may arise during their residency, free from coercion, restraint, interference, discrimination or reprisal. The procedural provisions contained herein shall be reasonably construed for the accomplishment of these objectives.

GRIEVANCE PROCEDURE

- Step 1.** A suggestion box has been made available on each unit for residents to use to file a written grievance. These may be signed or anonymous. The suggestion box will be emptied at the end of each week by the Director of Nursing. The Director of Nursing will attempt to handle the concern at the time it is presented. Residents may also submit suggestions and grievances (written or verbal) to a Representative of Resident Council for presentation at a resident council or meeting of the Families Council. These must be presented to or given directly to the Director of Nursing, who maintains the Suggestion/Grievance Log.
- Step 2.** Any grievances will be investigated and, if known, the involved parties will be interviewed.
- If the individual or group making the suggestions or grievance would like to speak directly to the Director of Nursing, a meeting will be scheduled as soon as possible but in no instance in more than 14 business days from receipt.
- Step 3.** The resident or family or Council will receive a written follow-up response or telephone call will be made by the Director of Nursing to advise of the findings or other resolution within 21 business days of receipt or sooner if possible.

Exhibit XVII.

Consumer Information Guide

Acknowledgement:

I acknowledge that I have received the attached Consumer Information Guide.

Resident

Date

Resident's Legal Representative

Date

Resident's Representative

Date

RiverSpring Residences Representative

Date