NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

September 3, 2013

Virginia Wetherbee, Administrator
Bethany Village
3005 Watkins Road
Horseheads, New York 14845-1881

Project # 1901

Dear Ms. Wetherbee:

Thank you for your e-mail of August 13, 2013 outlining the corrections to your proposed Residency Agreement. Only the revisions from the previous submission were reviewed for approval. If you made any other revisions other than the ones previously discussed then you must highlight them and submit them to me for approval. Please be advised that your Residency Agreement is approved contingent upon receipt of your operating certificate for ALR/SNALR.

If you make any revisions to this agreement, you must first submit the changes to the Regional Office for approval.

As always, thank you for your cooperation.

Sincerely,

Valerie A. Deetz

Valerie A. Deetz, Director
Division of Adult Care Facility/Assisted Living
Surveillance

cc: Norine Nickason
Robin Dillon
Linda O'Connell

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BETHANY VILLAGE RETIREMENT HOME, INC

PROJECT #1901

ASSISTED LIVING RESIDENCE

RESIDENCY AGREEMENT

SPECIAL NEEDS ASSISTED LIVING

RESIDENCY AGREEMENT RESIDENCY AGREEMENT

TABLE OF CONTENTS

TABLE OF EXHIBITS

RESIDENCY AGREEMENT

A. This agreement is made between **Bethany Village Retirement Home, Inc.**

the "Operator",_____(the "Resident" or

"You")_____(the "Resident's Representative", if any

and_____(the "Resident's Legal Representative", if any).

RECITALS

A. **The Operator** is licensed by the New York State Department of Health to operate at **3005 Watkins Road, Horseheads, NY 14845** an Assisted Living Residence (The Residence) known as Bethany Village Retirement Home, Inc. and as an Adult Home. The Operator is also certified to operate, at this location, a **Special Needs Assisted Living Residence.**

B. You have requested to become a resident at The Residence and the Operator has

C. accepted your request.

D. This agreement shall be attached to the application for admission provided by this

E. facility.

I..Housing Accommodations and Services.

Beginning on _____, 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 provisions of this Agreement.

A. Housing Accommodations and Services

1. **Your Apartment/Room**. You may occupy and use a private ( ) apartment identified on Exhibit 1.A.1, subject to the terms of this Agreement.

2. **Common areas**. You will be provided with the opportunity to use the general purpose rooms at the Residence such as lounges, auditorium, clubroom, meditation room, activity room, library, dining room.

3. **Furnishings/Appliances Provided by The Operator**

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

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

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

B. Basic Services

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

1. **Meals and Snacks.** Three (3) nutritionally well-balanced meals per day and self served snacks available on a twenty-four hour basis in wing lounges, are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: **Regular House Diet and or a No Concentrated Sweets Diet.**
2. **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.
3. **Housekeeping.**
4. **Linen Service**. towels and washcloths, pillow, pillowcase, blanket, bed sheets, bedspread all clean and in good condition.
5. **Laundry of Your Personal Washable Clothing**

6. **Supervision on a 24-hour basis.** The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.
7. **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 needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.
8. **Personal Care.** Include some assistance with bathing, grooming, dressing, toileting, ambulation, transferring, feeding, medication acquisition, storage and disposal, assistance with self-administration of medication.
9. **Development of Individualized Service Plan.** An individual service plan will be developed and updated every six months or when ever a change in health is noted.

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 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.

(1) Flat Fee Arrangements

The Resident, Resident's Representative and Resident's Legal Representative (*add any other party to be charged under the agreement*) agree that the Resident (*or other specified party*) will pay, and the Operator agrees to accept the following payment in full satisfaction of the Basic Services described in Section I.B. of this Agreement (*the "Basic Rate")* The Basic Rate as of the date of this agreement is $__*_____per month $_*_____ per day.

***According to the financial plan Exhibit III C**

B. Supplemental, Additional or Community Fees

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

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

A community fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Resident what additional services, supplies or amenities the Community fee pays for and what the amount of the Community fee will be, as well as any terms regarding refund of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may chose whether to accept the Community fee as a condition of residency in the Residence or to reject the Community fee and thereby reject residency at the Residence.

Any charges by the Operator, whether a part of the Basic Rate, Supplemental, Additional or Community fees, shall be made only for services and supplies that are actually supplied to the Resident.

(See details in Exhibit III.B.)

C. Rate or Fee Schedule

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

D. Billing and Payment Terms Payment is due in advance on the first day of each calendar month commencing with Resident's admission date and shall be delivered to our Bethany Village Business Office.

In the event the Resident, Resident's representative, or Resident's legal representative is no longer able to pay for services provided in this agreement or additional services or care needed by the Resident they should contact the administrator, case manager, or billing coordinator in the business office. If an agreement cannot be made with the Operator, and You fail to make timely payment for services, procedures will be started that shall be in accordance with the provisions regarding termination of the agreement set forth in section XIII.

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 of any Additional or Supplemental fees not less than **forty five (45)** days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4 and 5 below,
2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by 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 Supplemental 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.

F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is $_____per _____. (The total of the daily rate for a one-month period may not exceed the established monthly rate). The [basic] length of time the space will be reserved is at the Resident's request. If a reservation is made prior to the Resident's admission the Resident agrees to pay room rental fee $_____ from_____ the billing date because the apartment was ready for occupancy on that day. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space but must prove the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of Your discharge, but in no case more than three business days after You leave the Residence the Operator must provide You, Your Resident or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence. The Operator must also return at the time of Your discharge, but in no case more than three business days any of your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis of 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

If You wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time, the Operator must enumerate the items given or promised to be given and attach to this agreement a listing of the items given to be transferred. Such listing is attached as Exhibit V. and is made apart of this Agreement. 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 You

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

The Home shall not be liable for any personal or property damage sustained by Resident unless such injury or damage is caused by the negligence or intentional acts of the home, or its agents or employees. Further, the Home shall not be liable for loss, theft, or destruction of resident's personal belongings placed in the

basement, or any other part of the building or on the property unless such loss is caused by the negligence or intentional acts of the Home its agents or employees up to such amount as is necessary to meet the charges described herin. Each resident is responsible for consulting with his/her insurance agent regarding personal liability and/or personal belonging coverage. You and the Responsible Person, if any, retain any and all rights under law and equity, to assert any claims they would have against the Operator for damages, losses, liabilities, obligations, property damages or other expenses of any type (including court costs and attorney's fees) as ordered by a court of competed jurisdiction resulting from, arising out of or related to, the acts or omissions of the Operator or its employees, agents or contractors.

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 (DSS-2853) with You or Your Representative.

As an additional option, the resident may also elect to make the ACF operator his or her rep payee.

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

The Resident or the Resident's representative 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 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.

2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.

3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.

4. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.

5 If you are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require 24-hour skilled nursing, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the agreement.

XI. Rules of the Residence (if applicable)

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

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

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

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

2. Supply of personal clothing and effects.

3. Payment of all medical expenses including transportation for medical purposes, except when payments 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 Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.

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

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

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

1. **Please see above A. 1-6.**
2. **At the time of admission and upon an annual basis thereafter, the resident and or responsible party agrees to submit an itemized financial statement. The giving of the financial statement is a condition for entrance to the Retirement Home as well as continued occupancy.**

Page 14, XII B2 and C2 – Why is this information being requested.

We are requesting this financial information from the residents yearly – because it enables us to assist them by offering case management services with the following:

487.7 Resident Services

(g) Case Management (I) Case Management shall include:

(vi) establishing linkages with and arranging for services from public and private sources for income, health, mental health and local services.

(vii) assisting the residents making application for income entitlements and maintaining income entitlements and public benefits.

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

1. **Please see above A. 1-6.**
2. **At the time of admission and upon an annual basis thereafter, the resident and or responsible party agrees to submit an itemized financial Statement. The giving of the financial Statement is a condition for entrance to the Retirement Home as well as continued occupancy.**

XIII. Termination and Discharge

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

1. By mutual agreement between You and the Operator;
2. Upon 30 days notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility;
3. Upon 30 days written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this agreement as the responsible party and 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:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else.
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination

assists You in obtaining supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.

4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence.
5. The Operator has had his/her operating certificate limited, revoked, temporarily Suspended or the Operator has voluntarily surrendered the operation of the Facility.
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

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

Copies will be sent to the residents' next-of kin, legal responsible relatives, and to the appropriate regional office of the Department of Health.

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

While legal action is in progress, the Operator must not seek to amend the Residency Agreement in effect as of the date of the notice of termination, fail to provide any of the care

and services required by Department regulations and the Residency Agreement, or engage in any action to intimidate or harass You.

Both You and the Operator are free to seek any other judicial relief to which 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, an Operator may seek appropriate evaluation and assistance and may arrange for Your transfer to an appropriate and safe location, prior to termination of a Residency Agreement and without 30 days notice or court review, for the following reasons:

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

If you are transferred, in order to terminate Your Residency Agreement, 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 removed. If such hand delivery is not possible

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

If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, You are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, You must be readmitted, After transfer if return is not anticipated, the operator will initiate termination procedures set forth in Section XIII of this agreement.

XV. Resident Rights and Responsibilities

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

XVI. Complaint Resolution

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

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

XVII. Miscellaneous Provisions

1. This Agreement constitutes the entire Agreement of the parties.
2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulations shall be null and void.
3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three 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.

5. The management of the Home shall have the right to assign apartment (rooms) to Residents and to transfer Residents from assigned apartments at their discretion (such as room reservations) when it is evident that such assignments and transfers are necessary in the judgment of the management or as mandated by the New York State Department of Health, or any other agency, a written notice of intent will be sent to resident and/or representative.

XVIII. Agreement Authorization

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

Dated: _____ _____
(Signature of Resident)

Dated: _____ _____
(Signature of Resident's Representative)

Dated: _____ _____
(Signature of Resident's Legal Representative)

Dated: _____ _____
(Signature of Operator or the Operator's Representative)

Personal Guarantee of Payment (Optional)

_____personally guarantees payment of charges for Your Basic Rate.

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

_____

_____

_____

_____ _____

(Date) Guarantor's Signature

_____

Guarantor's Name (Print)

Guarantor of Payment of Public Funds (Optional)

If You have signatory to this Agreement besides Yourself and that signatory controls all or a portion of Your public funds (SSI, Safety Net, Social Security, Other), and if that signatory does not choose to have such public funds delivered directly to the Operator, then the signatory hereby agrees that he/she will personally guarantee continuity of payment of the Basic Rate and any agreed upon charges above and beyond the Basic Rate from either Your Personal Funds (other than Your Personal Needs Allowance), or SSI, Safety Net, Social Security or other public benefits, to meet your obligations under this Agreement.

_____ _____

(Date) (Guarantor's Signature)

_____

(Guarantor's Name (Print)

DSS-2853 (Rev 7/85)

STATEMENT OFFERING PERSONAL ALLOWANCE ACCOUNT

For Supplemental Security Income (SSI) and Home Relief (HR) Recipients

I understand that NYS Department of Health Regulations provide me, as an SSI or HR recipient, with a personal allowance which may be used as I wish for clothing, personal hygiene items, and other supplies, services, entertainment, or transportation for my personal use.

I understand that the operator cannot accept my personal allowance to pay for supplies and services that the operator is required to provide by law, regulation, or admission agreement. In addition, my personal allowance may not be used to pay the operator for any services for which payment is available under Medicare, Medicaid, or third party coverage.

I understand that the operator must offer me or my representative a facility maintained personal allowance account to safeguard my personal allowance funds.

I understand that if I or my representative choose a facility maintained personal allowance account, the NYS Department of Health Regulations require the operator to: make these funds available to me for my own use; tell me the business hours when I may deposit or withdraw my funds or review my personal allowance records; pay me interest (if my funds are in an interest bearing account); show or give me upon request, or at least every three months, a summary of my account which includes my current balance; tell me of any other important facts about my account.

I understand that I do not have to put my funds in a facility maintained account.

I understand that I may close my facility maintained account at any time and have my funds returned to me.

I understand there are legal protections for my funds and account.

I understand that I may ask the NYS Department of Health or legal/advocacy agencies to help me if I do not receive my personal allowance or have access to money in my personal allowance account.

Check one of the following boxes:

☐ I authorize the operator to establish a facility maintained personal allowance account.

☐ I do not authorize the operator to establish a facility maintained personal allowance account.

☐ As representative for _____, I agree to comply with the personal allowance requirements set forth above. I do ☐ I do not ☐ authorize the operator to establish a facility maintained personal allowance account.

☐ I am not an SSI or HR recipient. However, the operator has offered to maintain a personal fund account for me. I hereby authorize such an account.

Signature of Resident _____ Date _____
Signature of Resident's Representative _____ Date _____
Signature of Operator or Designee _____ Date _____

EXHIBIT I.A.1

IDENTIFICATION OF APARTMENT/ROOM

1. A private ( ) furnished, ( ) unfurnished

   ( ) one room apartment single

   ( ) two room apartment single

   ( ) two room apartment double

EXHIBIT I.A.3

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

_____ Standard single size bed, springs, mattresses, and pillow

_____ Bedside Table

_____ Lamp

_____ Chair

_____ Telephone

_____ Linens for bed sheets, pillowcase, at least one blanket, bedspread

_____ Towels and washcloths

__X__ Curtains

__X__ Lockable storage facilities, for personal articles and medications

__X__ Individual dresser and closet space

__X__ Soap and toilet tissue

The facility is required to provide these items however You may desire to bring your own, Please mark "X" for items You request to be supplied by the facility

EXHIBIT I.A.4

INVENTORY OF FURNISHINGS/APPLIANCES PROVIDED BY YOU

You may supply appropriate furnishing in the resident room. Listed are appliances not permitted in the resident room per Regulations i.e. hot plates, microwaves, and heaters of any kind.

1. _____

2. _____

3. _____

4. _____

5. _____

Appliances not permitted:
Hot Plates or Microwaves
Heaters of any kind

EXHIBIT I.C

ADDITIONAL SERVICES /AMENITIES AVAILABLE

This statement is a part of the admission agreement, and shall specify operator responsibility to provide and resident responsibility for payment of the following items:

ITEM		BASIS FOR THE ADDITIONAL CHARGE
Dry Cleaning	☐	Vendor Cost
Professional Hair Grooming	☐	Vendor Cost
Personal Toilet Articles	☐	Vendor Cost
Commissary Goods	☐	Vendor Cost
Extraordinary Activities Supplies	☐	Vendor Cost
Special Cultural Events	☐	Vendor Cost
Transportation	☐	Vendor Cost or Provided by Operator**
Medical*	☐	Vendor Cost or Provided by Operator**
Recreation	☐	Vendor Cost or Provided by Operator**
Long Distance Telephone Calls	☐	Vendor Cost or Provided by Operator
Companion	☐	Contact Community Home Care (607) 378-6618
Other (Specify)	☐	
_____	☐	_____
_____	☐	_____

Signature of Resident_____Date_____

Signature of Resident's Representative_____Date_____

Signature of Operator or Designee_____Date_____

*Except where payment is available under Medicaid or third party coverage.

**Current transportation rate charges provided or on request

TRANSPORTAION RATES

Round Trip Fares/ Rates

Destination	Bethany Bus	Totem Taxi	Chemung Transit
Mall	$15.00	Vendor Cost	Vendor Cost
Big Flats	$15.00	Vendor Cost	Vendor Cost
Corning	$40.00	Vendor Cost	Vendor Cost
Elmira	$16.00	Vendor Cost	Vendor Cost
Elmira Heights	$14.00	Vendor Cost	Vendor Cost
Horseheads	$12.00	Vendor Cost	Vendor Cost
Southside	$20.00	Vendor Cost	Vendor Cost
Pine City	$23.00	Vendor Cost	Vendor Cost
Sayre, Pa.	$60.00	Vendor Cost	Vendor Cost
Adult Day Club	$18.00	Vendor Cost	Vendor Cost

EXHIBIT I.D

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

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.

NAME OF PROVIDER	LICERSURE/CERTIFICATION
1. Community Home Care	Licensed Home Care
2. Bethany Retirement Home Limited License Services: Personal Care Sterile dressings by RN Administration of medications by RN	Limited License Services

EXHIBIT II

DISCLOSURE STATEMENT

Bethany Village as operator of **Bethany Village Retirement Home, Inc.** hereby discloses the following, as required by Public Health Law Section 4658 (3).

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

2. The Operator is licensed by New York State Department of Health to operate **Bethany Retirement Home, Inc., 3005 Watkins Road Horseheads, NY 14845 an Assisted Living Residence as well as an Adult Home.**

The Operator is also certified to operate at this location a **Special Needs Assisted Living Residence, designated as Orchard View.**

This additional certification may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the esidence and to receive 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. Special Needs Assisted Living Services for up to a maximum of **30** persons.

Optional Provision Begins

Below is a list of needs/conditions that The Operator is able to serve and accommodate under its Special Needs Assisted Living Certification.

Alzheimer and Dementia Care (including related diseases).

Optional Provision Ends

The Operator will post prominently in the Residence, on a monthly basis, the then current number of vacancies under its Special Needs Assisted Living programs. **It is important to note that the Operator is currently approved to accommodate within The Special Needs Assisted Living programs only up to the numbers of persons stated above.** If you become appropriate for The Special Needs Assisted Living Services, and one of those units is available, You will be eligible to be admitted into **Orchard View**, the Special Needs Assisted Living unit. 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 arrangements in accordance with New York State's regulatory requirements. If you become eligible for and choose to receive services on the Special Needs Assisted Living residence program within the Residence, it may be necessary for You to change Your room within the residence.

List any other health related licensure or certification status of the Operator or others providing services at The Residence.

Community Home Care and Limited Licensed Services.

3. The owner of the real property upon which the Residence is located is **Bethany Village Retirement Home, Inc.**. The Mailing address of such real property owner is **3005 Watkins Road, Horseheads, NY 14845.** The following individual is authorized to accept personal service on behalf of the real property owner: **Thomas Santobianco CEO, Bethany Village, 3005 Watkins Road Horseheads, NY 14845.**

4. The Operator of the Residence is **Bethany Village Retirement Home, Inc.. The mailing address of the Operator is 3005 Watkins Road, Horseheads, NY 14845. The following individual is authorized to accept personal service on behalf of the operator: Mr.Thomas Santobianco CEO, Bethany Village, 3005 Watkins Road, NY 14845.**

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

6. List any ownership interest in excess of 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. **N/A**

7. **Residents shall have the ability to receive services from service providers with whom the Operator does not have an arrangement. The operator shall assist the resident in arranging such services, if necessary, and, as part of the operator's case management responsibility, shall be responsible for coordinating care the operator provides or arranges care provided by such other service providers.**

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

9. **Residents have the right to availability of public funds for payment for residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services. Should the need arise case management would be available to provide assistance in finding assistance with other service providers. The resident and or Resident's representative shall be responsible for payment as required including payment of all medical expenses, transportation for medical purposes, except when payment is available under Medicare, Medicaid, or Third party coverage. There is no public assistance funding (i.e. Medicaid) available to help residents pay for the secured dementia unit /Special Needs Assisted Living Residence.**

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

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342 -9871 to request an Ombudsman to advocate for the resident. The Local LTCOP telephone number is 1-607-737-5520. The NYSLTCOP web site is www.ombudsman.stae.ny.us.

EXHIBIT III.B.

SUPPLEMENTAL, ADITIONAL OR COMMUNITY FEES

Our Community Fee/ Move-in Fee is a Fee of $500.00. This is a charged at the time of admission only, for room refurbishment, but can be waived at the discretion of the Operator. This fee is non-refundable.

EXHIBIT III.C

RATE OR FEE SCHEDULE

Listed below (A-B) are the following different financial plans Residents can choose from to pay for their stay at the Retirement Home. Figures must include third party payment if applicable.

A. MONTHLY RENTAL PLAN

One-Room Apt. Single $ _____ per month and Move-In Fee $ 500.00

Two-Room Apt. Single $_____ per month and Move-In Fee $ 500.00

Two-Room Apt. Double$_____ per month and Move-In Fee $ 500.00

Orchard View Special Needs Assisted Living Residence

One-Room Apt. Single $_____ per day and Move-In Fee $500.00.

B. SUPPLEMENTAL SECURITY INCOME PLAN (S.S.I)

One-Room Apt. Single $ _____ per month

Two-Room Apt. Single $_N/A._ per month

Two-Room Apt. Double$_N/A_ per month

S.S.I. is applicable only to persons with little or no income and with limited assets. Persons who qualify for this program will receive a guaranteed income from the Social Security Administration. The monthly rental rate may increase as legislated by the State and Federal Governments. The Home may only increase the rate after providing written thirty (30) day notice or with the Resident's consent. The Home can only accept a limited number of residents supported by the S.S.I. Program. Individuals should contact their nearest Social Security Office for an eligibility determination. For those who qualify based on income and assets S.S.I. will only pay for base rate Adult Home program services. There is no public assistance (Medicaid) available to help residents pay.

EXHIBIT V.

Transfer of Funds or Property to the Operator

Listing of items to be voluntarily transferred that will be made part of this agreement.

Such listings shall include any agreements made by third parties for Your benefit.

1. _____

2. _____

3. _____

4. _____

5. _____

EXHIBIT VI.

Property/ Items Held By Operator for You

Items placed in Operators custody and the Operator agrees to accept responsibility of such custody. Attached to this Agreement is a listing of such items.

1._____

2._____

3._____

4._____

5._____

6._____

EXHIBIT XI

RULES OF THE RESIDENCE

The Home and Resident agree to abide by all local, state, and federal rules and requirements in force or which may hereafter be in force, pertaining to the Home and its Residents

This Agreement shall not be changed orally, except the Home reserves the right to establish and change reasonable internal rules and regulations with which Resident agrees to comply. Such rules and regulations being to he benefit of all residents of the Home and to the Home's management in providing services, security and safety to all Residents.

See Resident Handbook also.

EXHIBIT XV

RIGHTS 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 OF 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 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 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 PROSSESSIONS;

(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 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 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; 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. 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.

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

EXHIBIT XVI

GRIEVANCE PROCEDURES

A formal grievance procedure policy exists for all residents. This insures that Residents or their family members can express any concern, and that actions will be taken to resolve them.

Residents and their family members can make a grievance (complaint) by bringing it to the attention of the Case Manager, Director of Clinical Services, Administrator or to any other staff member of the Retirement Home. If someone wishes to express a concern anonymously, it can be written down and placed in our suggestion box located at the Communication Center.

The Case Manager will meet with the resident or family to document the grievance on the grievance procedure form. This form will include the resident name, person initiating the grievance, explanation of the grievance, and signature of the Case Manager and complainant, (if the person chooses not to sign the form, the grievance will still be brought to administration for action).

The grievance is then brought to the Administrator, who will then investigate the situation. After completing the investigation, the finding will be documented on the grievance procedure form. A meeting will be set up with the person making the grievance, the Administrator, and the Case Manager.

If the person is not satisfied, he/she may continue to pursue the issue with the Chief Executive Officer or the Board of Directors through the chain of command.

The grievance procedure form will be kept in the resident's confidential file records in the Case Managers office and a copy will be given to them for their own personal use.

The anonymous grievance placed in the suggestion box will be addressed through the Resident Council and/or the results posted on the bulletin board outside of the Administration Office.

A resident grievance procedure is given to each resident upon admission. The procedure is posted on the D-1, B-2, & C-2 wing bulletin boards.

All grievances will be responded to verbally and in writing within 21 days of receiving the resident procedure form.

We will treat each concern seriously and work with each person individually to improve the quality of life in our Home.

EXHIBIT D-1

CONSUMER INFORMATION GUIDE

ASSISTED LIVING RESIDENCE

ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between **Bethany Village Retirement Home, Inc.** (the "Operator"), _____, (the "Resident" or "You") _____ (the "Resident's Representative"), _____, (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

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

I. Special Needs Assisted Living Certification.

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at **Bethany Village Retirement Home, Inc.** located at **3005 Watkins Road, Horseheads, NY 14845.**

II. Request for and Acceptance of Admission

Your or Your Resident Representative of Legal Representative have requested that You become a Resident at this Special Needs Assisted Living Residence (the "Residence") and the Operator has accepted such request.

III. Specialized Programs, Staff Qualifications and Environment Modifications

Attached as Exhibit S.N. #1 and made part of this agreement is a written description of:

- Specialized services to be provided in the Special Needs Residence
- Staffing Levels
- Staff Education and training and work experience, and professional affiliations or special characteristics relevant to serving persons with specific special needs.
- Any environmental modifications that have been made to protect the health, safety, and welfare of Residents

IV. Addendum Agreement Authorization.

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

Dated: _____ _____
(Signature of Resident)

Dated: _____ _____
(Signature of Resident' s Representative)

Dated: _____ _____
(Signature of Resident's Legal Representative)

Dated: _____ _____
(Signature of Operator or Operator's Representative)

SN#1

SPECIALIZED SERVICES

Orchard View, Special Needs Unit provides specialized services to care for our residents with early stages of dementia or Alzheimer's disease that has progressed and developed the need for and environment specifically designed to serve resident's with more advances stages of the disease.

Our specialized Unit is set in comfortable surroundings in a secure environment with added safety and monitoring (i.e. doors equipped with alarms, resident checks). Provided is more supervision, structure, and cues designed to maximize the abilities of the residents with cognitive impairments. We have additional staff (Director, Licensed staff) with specialized staff training in key areas such as specialized dining and on going monitoring of health care and behavioral needs. Social activities are geared to the resident's abilities and interests. We offer activities that minimize behavioral symptoms such as agitation, and maximize achievements as and well being of residents with memory disorders.

STAFF EDUCATION, TRAINING AND WORK EXPERIENCE,

PROFESSIONAL AFFILIATIONS OR CHARACTERISTICS RELEVANT TO

SERVING PERSONS WITH SPECIFIC NEEDS:

A full time Director is designated as charge of Orchard View, Special Needs Unit. The person in charge should have prior demonstrated ability and or experience in providing services to individuals with dementia.

Orchard View, Special Needs Unit is staffed, on all shifts with persons appropriately trained and capable of meeting the needs of the residents. This includes qualified Case

Management and Activities Director as well as licensed (RN or LPN) personnel on staff both the day and evening shifts, with licensed staff available for consultation at all other times. Universal workers will provide direct care services to the residents will be on duty and available to provide such services at all times.

Staff training will include characteristics and needs of persons with dementia, including behavioral symptoms, mental and emotional changes. The training will include methods for meeting the resident's needs on an individual basis.

ENVIRONMENTAL MODIFICATIONS

Environmental modifications made to protect, safety and welfare of our Resident's:

- Wanderguard safety protection through delayed egress and door alarms.
- Way finding cues such as memory boxes outside resident's rooms and in kitchen and dining areas.
- Specialized kitchen area with safety switches on electric ovens.
- Some bathroom modifications with customized toileting facilities.
- Window closures, which allow windows to be opened at a maximum of 4 inches.
- Supervised smoke detection system throughout the building, including all bedrooms.
- Fire protection system connected to a 24-hour attended central station.
- Smoke barriers to divide the floor into at least two smoke compartments with

all openings protected with fire rated and smoke tight doors equipped with the appropriate hardware.

- Both wings for Orchard View unit have had a sprinkler system installed for added fire protection.