

CHAMPLAIN VALLEY SENIOR
COMMUNITY

RESIDENCY AGREEMENT

CHAMPLAIN VALLEY SENIOR COMMUNITY
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RESIDENCY AGREEMENT

This agreement is made between Stonebrook Properties, LLC,
the "Operator",

_____ the "Resident" or "You,"
_____ the "Resident's Representative", if any and
_____ the "Resident's Legal Representative", if any.

RECITALS

The Operator is licensed by the New York State Department of Health to operate at 10 Gilliland Lane, Willsboro, NY 12996 an Assisted Living Residence ("The Residence") known as Champlain Valley Senior Community and as an Adult Home.

The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence (EALR) and a Special Needs Assisted Living Residence (SNALR).

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

AGREEMENTS

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 the provisions of this agreement.

A. Housing Accommodations and Services

1. Your /Room. You may occupy and use a:

() private room () semi-private room identified on Exhibit I.A.1., subject to the terms of this Agreement.

2. Common areas. You will be provided with the unrestricted access to general purpose rooms at the Residence such as lounges, dining room, ice cream parlor, and stage for at least fourteen (14) hours per day between the hours of 7:00 a.m. and 11:00 p.m. Use of these general purpose rooms outside this timeframe may be accommodated pursuant to the facility's policy. It is our policy that residents may use these spaces outside of these hours as long as they make a staff member aware.

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 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 room. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

B. Basic Services

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

1. Meals and Snacks. Three nutritionally well-balanced meals per day and two snacks per day 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: Low Concentrated Sweets, No added sodium. Drinks and snacks are available to residents 24 hours a day. Ask a staff member and they will provide.
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 services will be provided including vacuuming, dusting, bathroom cleaning and general tidiness.
4. Linen Service will be provided including (towels and washcloths; pillow, pillowcase, blanket, bed sheets, bedspread; all clean and in good condition)
5. Weekly laundry service including collection of clothes, washing, drying, folding and delivery of clothes back to your room
6. 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.
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, wellness checks such as weight and blood pressure monitoring, storage, disposal and assistance with self-administration of medication. All services including assistance with a minimum of 3.75 hours of personal care per week.
9. ISP will be developed to address the resident’s needs. This plan will be reviewed and revised every 6 (six) months and whenever ordered by resident’s physician or as frequently as necessary to reflect the changing needs of the resident.

C. Additional Services.

Exhibit I.C., attached to and made a part of this Agreement, describes in detail, any additional services or amenities available for an additional or supplemental fee from the Operator directly or through arrangements with the Operator.

Such exhibit states who would provide such services or amenities, if other than the Operator.

D. Licensure/Certification Status. 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.

(I) Flat Fee

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"). The Basic Rate as of the date of this agreement is (\$_____ per month).

B. 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.

C. Billing and Payment Terms

Payment is due by 5th of each month. Please inform the Business Office or Administrator if monthly billing statements are desired. All payments should be made payable to Stonebrook Properties, LLC and mailed to Champlain Valley Senior Community at 10 Gilliland Ln. Willsboro, NY 12996 or dropped off at the front desk. Payments not received by the 5th are subject to a 1.5% late charge per month.

In the event the Resident, Resident's representative or Resident's legal representative is no longer able to pay for services provided for in this agreement or additional services or care needed by the Resident, discharge procedures may be initiated as outlined in accordance of section XIII of this agreement.

D. Adjustments to Basic Rate or Additional or Supplemental Fees

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 2, 3 and 4 below.
2. If you, or Your Resident Representative or Legal Representative agree in writing to a specific rate or fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice. Since an Community fee is a one-time fee, there can be no subsequent increase in an Community fee charged to you by the Operator, once you have been admitted as a resident.
3. 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.
4. 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.

E. 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 30 days. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space but must provide the Operator with any required notice.

F. Second Occupant Fee

A spouse, family member, friend or any other individual of Your choosing may occupy Your Room with You, provided they are a resident of the Community. The Second Occupant must (1) meet all requirements for admission, (2) sign a separate residency agreement, and (3) pay the Second Occupant Fee and any applicable charges set forth in their residency agreement. If your Room is occupied by two residents and one resident later permanently vacates the Room, regardless of the reason, the remaining resident's obligations under this Agreement shall continue in full legal force and effect and the remaining resident will have the option of (1) retaining the same Room at the single occupancy rate then in effect for the Room, or (2) terminating their residency agreement.

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 your discharge from the residence, 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 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, and the operator has agreed to accept such transfer, the Operator must enumerate the items given or promised to be given and attach to this agreement a listing of the items given to be transferred. Such listing is attached as Exhibit IV. And is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

VI. Property or items of value held in 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 V of this Agreement.

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 _____

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. 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.
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. The Operator has conducted such evaluation of yourself and has determined that you are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.
4. If you are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.
5. In you are being admitted to a duly certified Special Needs Assisted Living Residence the additional terms of the "Special Needs Assisted Living Residence Addendum" will apply.
6. 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 Assisted Living Care or 24-hour skilled nursing care, you will no longer be appropriate for residency in the Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living Unit.
7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
 - (a) Chronically require the physical assistance of another person in order to walk; or (b) chronically required the physical assistance of another person to climb or descend stairs; or (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (d) have chronic unmanaged urinary or bowel incontinence.

8. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24-hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XI. Rules of the Residence

Outlined in Exhibit VI. And made a part of this Agreement are the Rules of the Residence. By signing this agreement, You and Your representatives acknowledge receipt of the Champlain Valley Senior Community Resident Handbook as the “Rules of the Residence”.

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

1. You, or your Representative or Legal Representative to the extent specified in this Agreement, are responsible for the following:
2. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
3. Supply of personal clothing and effects.
4. Payment of all medical expenses including transportation for medical purposes, except when payments is available under Medicare, Medicaid or other third party coverage.
5. 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.
6. Informing the Operator promptly of change in health status, change in physician, or change in medications.
7. Informing the Operator promptly of any change of name, address and/or phone.
8. The Resident’s Representative shall be responsible for the following: Representing the resident with all care needs and oversight as they relate to the community.
9. The Resident’s Legal Representative, if any, shall be responsible for anything the Resident’s Representative agrees to not be the representative for.

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 such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.
4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;
5. The Operator has had 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 New York State Department of Health.

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

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

Both You and the Operator are free to seek any other judicial relief to which 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 sustains and injury such that continual skilled medical or nursing services are required;
2. In the event that Your behavior poses an imminent risk of death or serious physical injury to him/herself 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 moved. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person. If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, you are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, you must be readmitted.

XV. Resident Rights and Responsibilities

Attached as Exhibit XII 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 XIII. 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 regulation shall be null and void.
3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.
4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

XVIII. Agreement Authorization

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

Dated:

(Signature of Resident)

Dated:

(Signature of Resident's Representative)

Dated:

(Signature of Resident's Legal Representative)

Dated:

(Signature of Operator or the Operator's Representative)

(OPTIONAL) Personal Guarantee of Payment

_____ personally, guarantees payment of charges for Your Basic Rate.

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

(Date)

Guarantor's Signature

Guarantor's Name (Print)

(OPTIONAL) Guarantor of Payment of Public Funds

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

(Date)

(Guarantor's Signature)

Guarantor's Name (Print)

EXHIBIT I.A.1.IDENTIFICATION OF /ROOM

Room Number: _____

☐ Private ☐ Semi-Private

☐ ALR ☐ Enhanced (EALR) ☐ Special Needs (SNALR)

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

- ☐ A well-constructed single bed, and mattress in good repair, and equipped with; a) Clean springs maintained in good condition; b) A clean, comfortable, well-constructed mattress, standard in size for the bed
- ☐ A closet space for the storage of resident clothing and a hinged entry door
- ☐ A clean comfortable pillow of average bed size; two sheets; pillow case; at least one blanket; a bedspread; towels and washcloths; soap; and toilet tissue.
- ☐ Chair
- ☐ Table
- ☐ Lamp
- ☐ Individual Dresser
- ☐ Lockable storage area which cannot be removed at will, for personal articles and medications
- ☐ Curtains, shades or blinds
- ☐ In the case of shared bathrooms, Hinged, lockable bathroom doors will be provided to ensure privacy
- ☐ A hinged, lockable entry door
- ☐ Other: _____
-
-

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

EXHIBIT I.C.**ADDITIONAL SERVICES, SUPPLIES OR AMENITIES**

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

<u>Item</u>	<u>Additional Charge</u>	<u>Provided By</u>
Dry Cleaning	Yes – VENDOR COST	Provider of choice
Professional Hair Grooming	Yes – VENDOR COST	Operator
Personal Toiletry Articles (excluding body wash and shampoo)	Yes – VENDOR COST	Operator
Commissary Goods	Yes – VENDOR COST	Resident
Medical Transportation * mentioned below	Yes – per policy (ATT E)	Operator (per availability)
Cultural/Activities Transportation	Yes – for private travel only per policy (ATT E)	Operator (per availability)
Long Distance & Local Telephone Service	No	Operator
Replacement Keys	Yes - \$25	Operator
Air Conditioning	No	Operator
Cable TV	No	Direct TV
Pet Fee	Yes – see Pet Policy (ATT C)	n/a

* Medical Transportation charges are over and above payment under Medicare, Medicaid or third-party coverage:

EXHIBIT I.D.**LICENSURE/CERTIFICATION STATUS OF PROVIDERS**

None

EXHIBIT II

DISCLOSURE STATEMENT

Stonebrook Properties, LLC ("The Operator") as operator of Champlain Valley Senior Community ("The Residence"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide (upon development by the Commissioner of Health) is hereby attached to this agreement as Attachment "A".
2. The Operator is licensed by the New York State Department of Health to operate at 10 Gilliland Lane, Willsboro, NY 12996 an Assisted Living Residence as well as an Adult Home.

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:

Special Needs Assisted Living services for up to a maximum of (21) persons.
Enhanced Assisted Living services for up to a maximum of (29) 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 program.

It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Enhanced or Special Needs Assisted Living Services, and a unit 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 Living Residence program within this Residence, it may be necessary for You to change your room within the Residence.

3. The owner of the real property upon which the Residence is located is Stonebrook Properties, LLC. The mailing address of such real property owner is 10 Gilliland Lane, Willsboro, NY 12996. The following individual is authorized to accept personal service on behalf of such real property owner: Eli Schwartzberg 10 Gilliland Lane, Willsboro, NY 12996.
4. The Operator of the Residence is Stonebrook Properties, LLC. The mailing address of the Operator is 10 Gilliland Lane, Willsboro, NY 12996. The following individual is

5. List any ownership interest in excess of 10% on the part of the Operator (whether a legal or beneficial interests), in any entity which provides care, material, equipment or other services to residents of the Residence. – None
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. – None
7. All residents and/or their responsible parties must inform Champlain Valley Senior Community Administration before contracting services with an outside provider. Residents are only able to receive services from outside providers that comply with New York State regulations. Residents can receive services from service providers with whom the Operator does not have an arrangement.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. Champlain Valley Senior Community accepts private funds, insurance plans, Veteran's Aide and Attendance Allowance Benefits and in select cases SSI reimbursement as payment towards the services provided.
10. The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator is 1-866-893-6772
11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number 1-855-528-6769 to request an Ombudsman to advocate for the resident. (518) 562-1732 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltombudsman.ny.gov.

EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

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*).

Any charges by the Operator, whether a part of the basic rate, supplemental or additional fees, shall be made only for services and supplies that are actually supplied to the Resident.

(1) Community Fee

A Community fee is a one-time fee that the Operator may charge at the time of admission. The Community fee covers services and amenities utilized by all residents within the facility.

The Operator must clearly inform the prospective Resident what the amount of the Community fee will be, as well as any terms regarding refund of the community fee. The prospective Resident, once fully informed of the terms of the community fee, may choose whether to accept the community fee as a condition of residency in the Residence, or to reject the community fee and thereby reject residency at the Residence.

The \$ _____ community fee is required and has been assessed and paid. Refunds are non-refundable after date of admission. Community fee is only refunded if resident is not admitted.

(2) Pet Deposit:

A Pet Deposit of \$750 is required for those residents with pets per the attached pet policy (if applicable – Attachment C).

(3) Security Deposit: A refundable security deposit of \$ _____ shall be charged upon the Resident's admission to Champlain Valley Senior Community (CVSC). (Refund Policy: Attachment B)

EXHIBIT III.C

RATE OR FEE SCHEDULE

Your Basic Rate (Housing Accommodations + Services) \$ _____

Housing Accommodations: \$ _____

Housing accommodations include services described in Section I.A(1-4) of this agreement are based on the following:

Private Room ALR (\$ _____) and Semi-Private Room ALR per person (\$ _____).

Private Room SNARL (\$ _____) and Semi-Private Room SNALR per person (\$ _____).

ALR (Assisted Living Residence)

Basic room rates range for private rooms starting at \$4,600 per month depending on size, number of windows and location selected.

Second person fee starts at \$2,300 per month. Second person has their own agreement with the facility, in which they agree they are appropriate for residency in the facility.

SNARL (Memory Care)

Basic room rates range for private rooms starting at \$7,500 per month depending on size, number of windows and location selected. The SNALR area is located on the South side of the 2nd floor.

Second person fee starts at \$6,000 per month. Second person has their own agreement with the facility, in which they agree they are appropriate for residency in the facility.

Services: \$ _____

An assessment, in consultation with Your Physician has determined that the following services are appropriate to provide You with the services You need. Basic and Special Needs Assisted Living Residence services are included in the Housing Accommodations fees (above) and no additional payment will be required. For residents requiring Enhanced Assisted Living Program services, You, Your Representative, or Your Legal Representative agree to pay the additional fees required.

Basic Services: No Additional Fee

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

Special Needs Assisted Living Residence (SNARL): No Additional Fee

Special Needs Assisted Living Residence (SNALR) is a (Secure Memory Care unit) certified by the New York State Department of Health to provide a residence specifically designated to the care of residents with a diagnosis of Alzheimer's/Dementia and is based on a flat fee.

Individual room rates vary depending on room size and location in the community and may vary depending on whether room has a dividing wall or is a standard room.

* All services are included here with a minimum of 3.75 hours of personal care per week. That includes assistance with bathing, grooming, dressing, toileting, intermittent ambulation, intermittent transferring, intermittent feeding, medication acquisition, wellness checks such as weight and self-directed blood pressure monitoring, storage, disposal and assistance with self-administration of medication.

****If a resident requires EARL services while in SNARL, services will be an additional fee, and the resident will have to sign an EARL Addendum.**

Enhanced Assisted Living Residence (EARL): \$3,000/month

If it is determined that the Resident is in need of the services offered in the Enhanced Assisted Living Residence either as a result of an assessment completed by the Resident's physician or through an evaluation completed by Champlain Valley Senior Center, the Resident or his/her personal representative will be notified and The Enhanced Assisted Living Residence Addendum, in Attachment F, must be signed.

Total Monthly Fee at time of signing this agreement \$ _____

Community Fee: \$ _____

A one-time community fee of \$ _____ is required upon move-in.

Pet Fee: \$ _____

If you have a pet, an additional one-time pet deposit fee is required of \$ _____. See Attachment C- Pet Policy/Agreement.

Security Fee: \$ _____

Your Total Move-in Costs: \$ _____

EXHIBIT IV.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

EXHIBIT V.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

EXHIBIT VII.

RULES OF THE RESIDENCE

1. VISITORS ARE ALLOWED AT ANY TIME. VISITING HOURS ARE PREFERRED FROM 9:00 AM UNTIL 8:00 PM —PLEASE COME WE ALL ENJOY HAVING VISITORS.
2. WHEN RESIDENTS ARE LEAVING WITH FAMILY OR FRIENDS, PLEASE INFORM THE FACILITY PERSONNEL OF YOUR ESTIMATED TIME OF DEPARTURE. WE PREFER 24 HOUR NOTICE. ESPECIALLY IF RESIDENTS NEED MEDICATION TO GO WITH THEM. THIS WILL HELP US TO AVOID FAMILY HAVING TO WAIT.
3. IF FAMILY/FRIEND IS TAKING RESIDENT TO MEDICAL APPOINTMENT, PLEASE CALL 24 HOURS IN ADVANCE, AS IT IS NECESSARY TO PREPARE APPROPRIATE PAPERWORK TO ACCOMPANY RESIDENT ON THEIR MEDICAL APPOINTMENT. WE REQUEST THAT THE PHYSICIANS REPORT (FORM) IS BROUGHT BACK TO THE FACILITY AFTER EACH VISIT.

4. PERISHABLE FOODS ARE NOT ALLOWED IN RESIDENTS ROOMS UNLESS STORED IN A PROPER CONTAINER. A REFRIGERATOR IS OPTIONAL AND PURCHASED BY FAMILY.

5. DINING ROOM COURTESY IS IMPORTANT TO STAFF MEMBERS AS WELL AS TABLE MATES.

6. ALCOHOLIC BEVERAGES ARE NOT TO BE KEPT IN RESIDENT ROOMS. WITH A DOCTOR'S ORDER, WE CAN KEEP ALCOHOL IN OUR MEDICATION ROOM AND GIVE PER DOCTOR'S ORDER. RESIDENTS OR THEIR FAMILY ARE ABLE TO PURCHASE ALCOHOLIC BEVERAGES FOR RESIDENT'S CONSUMPTION.

7. RESIDENTS ARE NOT PERMITTED IN THE KITCHEN. WE REQUEST THAT YOU REMAIN SEATED AT MEALTIMES TO AVOID ACCIDENTS WHILE BEING SERVED.

8. TELEPHONES ARE LOCATED IN THE FACILITY FOR YOUR CONVENIENCE.

9. PERSONAL LAUNDRY WILL BE DONE 7 DAYS A WEEK AND RETURNED WITHIN 24 HOURS. PLEASE MARK CLOTHING WITH ROOM NUMBER AT TIME OF ADMISSION ALONG WITH ANY NEW CLOTHES COMING IN. LET PERSON IN CHARGE KNOW OF NEW CLOTHES.

10. THERE IS NO SMOKING IN RESIDENT ROOMS OR COMMON AREAS IN THE FACILITY. SMOKING AREAS ARE PROVIDED OUTSIDE THE FACILITY. SHOULD RESIDENT'S CONSENT, FACILITY PERSONNEL WILL DISTRIBUTE AND SUPERVISE RESIDENT WITH CIGARETTES/CIGARS AT THEIR DISCRETION FOR SAFETY REASONS. RESIDENT'S WHO DO NOT CONSENT AND RETAIN SMOKING ITEMS MUST ADHERE TO FACILITY POLICY REGARDING SMOKING AT ALL TIMES.

11. OUR BEAUTY SHOP IS OPEN EACH WEEK FOR YOUR CONVENIENCE. PLEASE LET THE BEAUTICIAN KNOW OF YOUR PREFERENCES.

12. THERE IS NO TIPPING ALLOWED AT CHAMPLAIN VALLEY SENIOR COMMUNITY. WE WELCOME THE OPPORTUNITY TO ASSIST YOU.

YOUR COOPERATION WITH THESE MATTERS WILL BE GREATLY APPRECIATED. THIS IS YOUR HOME, PLEASE HELP US KEEP IT LOVELY AND ABIDE BY THE RULES AND REGULATIONS FOR YOUR OWN WELL BEING AND SAFETY.

RESIDENT ACTIVITIES ARE HELD DAILY. MONTHLY CALENDAR DESCRIBING DAILY EVENTS IS LOCATED IN THE MAIN DINING ROOM, ICE CREAM PARLOR AND RECEPTION AREA.

13. PAY ATTENTION TO ALL FIRE DRILLS. AS A SAFETY PRECAUTION, FIRE DRILLS WILL BE HELD REGULARLY TO FAMILIARIZE YOU, THE RESIDENTS, STAFF AND VISITORS WITH FIRE SAFETY PROCEDURES. PER 18NYCRR 487.12, RESIDENTS ARE REQUIRED TO PARTICIPATE IN FIRE DRILLS AT LEAST ONCE IN EACH CALENDAR QUARTER AND ARE REQUIRED TO PARTICIPATE IN A TOTAL EVACUATION OF THE BUILDING AT LEAST ONCE PER YEAR.

EXHIBIT VII.2

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

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

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

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

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

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

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

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

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

(H) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE COURTEOUS, FAIR AND RESPECTFUL CARE AND TREATMENT AND A WRITTEN

STATEMENT OF THE SERVICES PROVIDED BY THE RESIDENCE, INCLUDING THOSE REQUIRED TO BE OFFERED ON AN AS-NEEDED BASIS;

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

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

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

(L) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE ADEQUATE AND APPROPRIATE ASSISTANCE WITH ACTIVITIES OF DAILY LIVING, TO BE FULLY INFORMED OF THEIR MEDICAL CONDITION AND PROPOSED TREATMENT, UNLESS MEDICALLY CONTRAINDICATED, AND TO REFUSE MEDICATION, TREATMENT OR SERVICES AFTER BEING FULLY INFORMED OF THE CONSEQUENCES OF SUCH ACTIONS, PROVIDED THAT AN OPERATOR SHALL NOT BE HELD LIABLE OR PENALIZED FOR COMPLYING WITH THE REFUSAL OF SUCH MEDICATION, TREATMENT OR SERVICES BY A RESIDENT WHO HAS BEEN FULLY INFORMED OF THE CONSEQUENCES OF SUCH REFUSAL;

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

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

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

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS 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 THIRTY DAYS WRITTEN NOTICE.

(Q) EVERY RESIDENT OF AN ASSISTED LIVING RESIDENCE THAT IS ALSO CERTIFIED TO PROVIDE ENHANCED ASSISTED LIVING AND/OR SPECIAL NEEDS ASSISTED LIVING SHALL HAVE A RIGHT TO BE INFORMED BY THE OPERATOR, BY A CONSPICUOUS POSTING IN THE RESIDENCE, ON AT LEAST A MONTHLY BASIS, OF THE THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED AND/OR SPECIAL NEEDS ASSISTED LIVING PROGRAMS.

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

EXHIBIT VIII

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

Resident Grievance Policy

Policy: It is the policy of Champlain Valley Senior Community to establish and maintain a system to receive and respond to grievances and recommendations for change or improvement in facility operations and programs, which are presented by residents.

Procedure: The resident grievance policy of Champlain Valley Senior Community operates as follows:

1. All residents are given a copy of this policy upon admission. In addition, the Grievance Policy is conspicuously posted within the community.
2. Residents are able to make complaints, suggestions and/or grievances to any staff member as well as in writing directly to the administrator or the suggestion box located in the living/dining room area. All Champlain Valley Senior Community staff members are trained how to appropriately handle such information and ensure that it ultimately be reported to their supervisor and the facility administrator. In addition, grievances can be reported to the Resident Council who will relay such comments and concerns directly to the facility administrator. These, and all grievances from the Resident Council, will be investigated and addressed by administration within a 21-day period from receipt. Administration will respond directly to the resident Council for all grievances received from/through this organization.
3. All suggestions, complaints and/or grievances are taken seriously, treated confidentially and are reviewed personally by the facility administrator. Residents will receive a response (either written or in person) to their grievance within no more than 21 days from its submission.
4. Anonymous suggestions and grievances are also welcome and encouraged. Champlain Valley Senior Community will respond to all anonymous grievances within 21 days of receipt. They will be treated the same as all non-anonymous grievances. Informing the complainant personally will be impossible as there will be no knowledge of the source of such grievance as it is anonymous. However, administration will retain all documentation, investigations and resolutions of such grievance in the event the anonymous respondent wishes to come forward and receive a response directly from administration in the future. In addition, as long as the anonymous nature of the complaint will not be compromised, administration will report such grievance and resolve within the 21-day timeline to the Resident Council.

ATTACHMENT B

Champlain Valley Senior Community Security Deposit Agreement

A refundable security deposit of \$ _____ shall be charged upon the Resident's admission to Champlain Valley Senior Community (CVSC). Upon discharge from CVSC, a full inspection and evaluation of the condition of the resident's room will occur. The cost to repair any damage caused by the Resident above and beyond normal and customary wear to the Resident's Room or any other areas of CVSC will be deducted from the security deposit paid by the Resident and disclosed in the final accounting. In addition, any outstanding rents and/or late fees will be deducted from the security deposit upon discharge.

This agreement as signed and dated below acknowledges the security deposit paid to CVSC in the amount of \$ _____ on ____/____/____.

Dated: ____/____/____

Resident Signature

Dated: ____/____/____

Guarantor Signature

Dated: ____/____/____

Authorized Facility Representative Signature

PET POLICY – ATTACHMENT C

Policy:

It is this Home's policy to welcome resident and their pets into the community while ensuring the health, safety and wellbeing of the animals, residents and visitors.

Procedure:

If a resident wishes to bring a pet into the community...

1. There is a \$750 refundable pet deposit required at the time of acceptance of pet to cover any damage that may occur during residency. At the time of discharge or when the pet no longer is residing at CVSC, an inspection will occur to establish any costs for the repair or replacement of items with damage or excessive wear caused by the pet including but not limited to soiled carpet, the scratching of doors, or damage to walls. The deposit will be refunded in full if there is no damage or excessive wear. Should there be damages or excessive wear, an accounting will be sent identifying the items and costs along with a refund of the remaining deposit after deduction of costs, if any.
2. Residents must be independent in the care of their pet.
3. The Home reserves the right to limit the number, kind, weight and size of the pet that will reside in the Home, and the Executive Director will have the ultimate authority to accept or deny a pet.
4. Animals must reside within the resident's room
5. Animal must be on a leash and well-controlled at all times while outside of the room or anywhere on the property
6. Pets are not to be in designated bathroom areas at anytime
7. Residents are expected to clean up after their pets at all times
8. Should a resident not comply with any section of this policy, become unable to care for their pet or if Executive Director decides that the pet is not an appropriate fit for the community, the resident or resident's family will be responsible for finding an alternate living arrangement for the pet.
 - a. The executive director will issue a 14-day written notice to the resident or POA to find alternative accommodations.
9. Resident must not take pet in designated Pet Free Zones. Pet free zones are off limits 100% of the time. Exceptions must be given in writing by the Executive Director. Pet free zones are located:
 - a. Anywhere in the main dining room including the sitting areas
 - b. The ice cream parlor
 - c. The chapel
 - d. The hair salon
 - e. The doctors office
10. Pets are welcome in the following designated outdoor area:
 - a. Grass area in the back parking lot on the south side of the building. The resident must cleanup/dispose of pet waste.
 - b. Grass area in front of the building north of the half circle drive way.

11. Residents may contract with the home for walking and feeding services for their pet for a fee of \$300 per month or \$10/day per animal. CVSC will either utilize facility staff for this service or contract with an outside organization. Residents may also contract with an outside organization of their choice to provide appropriate care for the animal.
12. The Home will request a conference between the resident, resident's representative and at least one member of the Home's management team to discuss a plan of care for the animal if:
 - a. The Home is concerned about the safety or wellbeing of the animal
 - b. The animal becomes aggressive
 - c. The animal becomes disruptive
13. The resident or resident's family member must ensure that the animal is kept up to date on all applicable vaccinations as recommended by typical veterinary standards (core vaccines).
 - a. Copies of vaccination information must be kept on file at the Home for any pet that will reside at the Home, and will exist in the resident's Administrative Record.
 - b. The Home reserves the right to contact an animal rescue agency in the event of suspected animal abuse, or if the resident/resident representative is unresponsive to requests for the provision of appropriate care for the animal.
 - c. The resident must maintain and provide upon request proof of monthly flea maintenance treatments for animal with Frontline or similar product.
14. If a family member or outside organization wishes to bring an animal in to visit the Home
 - a. The family member or outside organization must provide documentation/confirm that the animal has received all applicable vaccinations as recommended by typical veterinary standards (core vaccines)
 - b. The animal must be well-controlled and leashed at all times.
 - c. The family member or visitor will be instructed by the Front Desk staff as to the location of appropriate outdoor areas that may be used by the animal for play, excretion, etc.
 - d. The Home will reserve the right to refuse entry of any animal onto the property at any time
15. This policy is subject to change and modification at any time and updated versions will be provided to residents as they occur. There will be a 14 day grace period between the time that the policy is updated and the date that the new changes will go into effect.

This agreement as signed and dated below acknowledges the pet deposit paid to CVSC in the amount of \$ _____ on ____/____/____.

Dated: ____/____/____

Resident Signature

Dated: ____/____/____

Guarantor Signature

Dated: ____/____/____

Authorized Facility Representative Signature

ATTACHMENT E TO RESIDENCY AGREEMENT

Champlain Valley Senior Community Transportation Policy

Champlain Valley Senior Community (CVSC) offers our residents transportation to doctor's appointments along with scheduled shopping and activity outings. Weekly outings are scheduled as part of the activities calendar and are posted on the transportation boards located in the community's lobby and in the dining room.

Weekly Scheduled Transportation

CVSC will provide, at no additional charge, regularly scheduled transportation to various shopping centers, grocery stores, post office, and banks. The monthly activities calendar details the specific days for errand trips/locations. Scheduled outings are also posted in the lobby and in the dining room.

Medical Transportation

CVSC will provide free transportation for 1 local medical appointment per resident per month. The local area is defined as Willsboro, Plattsburgh, Elizabethtown, Lake Placid and Saranac Lake. Residents who require more than 1 medical visit per month will incur a transportation fee based upon the distance traveled and length of the appointment. The trip will be billed at \$15/hour for transportation staff and \$25/hour for transportation that requires nursing staff. 55 cents per mile for van travel and 70 cents per mile for travel that requiring the wheelchair bus with wheelchair accessibility. Tolls and ferry fees are additional.

Residents and families are asked to not schedule, reschedule or cancel appointments for which we are providing transportation. If a resident or family schedules their own appointment and requests transportation, we will accommodate it as best we can with our current transportation obligations. If we are unable to provide transportation, we will request that the appointment be rescheduled for a different and agreed upon day/time.

Emergency Medical Transportation

In the event of an emergency, CVSC will request emergency transportation by dialing "911." CVSC vehicles will not be used to transport residents when the situation is deemed an emergency.

Special Events

Trips using CVSC's vehicles are planned for educational, cultural and entertainment purposes at no additional charge. Notification of these trips is found in the monthly activities calendar and details of the trips are available at the front desk. Residents are asked to sign up by the designated RSVP date. Additional costs may apply including resident meals, admission fees or other expenditures and residents may choose to have these incidental expenses added to their invoices.

Private Transportation

When our schedule permits, we provide private travel arrangements. All of these trips will be billed at \$15/hour for the staff person(s) and 55 cents per mile for travel in a van and 70 cents per mile for travel in the wheelchair bus that requires wheelchair accessibility.

Resident Initial _____

Resident Representative Initial _____

ATTACHMENT F

EARL AND SNARL ADDENDUM GOES HERE