



THE FOUNTAINS

The Fountains at RiverVue

RESIDENCY AGREEMENT

RESIDENCY AGREEMENT

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RESIDENCY AGREEMENT

A. **This agreement** is made between Fountains Operating Co (NY), 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 One Rivervue Place, Tuckahoe, NY 10707, an Assisted Living Residence ("The Residence") known as The Fountains at Rivervue and as an Adult Home.

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

B. 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 _____, [insert beginning date of occupancy] the Operator shall provide the following housing accommodations and services to You, subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

A. Housing Accommodations and Services

- 1. Your Apartment/Room.** You may occupy and use the apartment identified on Exhibit I.A.1., subject to the terms of this Agreement.
- 2. Common areas.** You will be provided with the opportunity to use the general purpose rooms at the Residence such as lounges Art Studio, Activity and Exercise Room, Movie Theater, Art Studio, and Cafe.

- 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.)

A. Basic Services

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

- 1. Meals and Snacks.** Three (3) nutritionally well-balanced meals per day and three (3) 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: No Added Salt, No Concentrated Sweets.

- 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.** The Operator will provide weekly housekeeping services including cleaning of floors and fixtures as well as changing of bed linens. Operator will also provide daily tidying of apartment to include bed making, garbage removal and bathroom cleaning, as needed.
- 4. Linen Service.** The Operator will provide one set of flat linens, including towels, washcloths, pillowcases and bedsheets. All provided linens will be in good repair. All provided linens as well as Resident provided blankets will be laundered by the Operator. Additional sets will be provided by You.
- 5. Laundry of Your personal Washable clothing.** The Operator will provide laundry of your personal washable clothing on a weekly basis. More frequently laundering is available as an Additional Service as outlined on Exhibit I.C.
- 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, as needed, 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.** As well as ongoing review and revision as necessary.

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 agree that the Resident or Legal Representative on behalf of 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).

(2) Care Fee Arrangements

Care Fee arrangements, in which the amount of the Care Fees are set forth in detail in Exhibit III.A.2. and made a part of the Agreement. Such exhibit describes the types of services provided, the number of hours of care provided for such service, the Care Fees, and describes who will be providing care, if other than staff of the Operator.

B. Supplemental, Additional or Community, Fees

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

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

A Community Fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Resident what additional services, supplies or amenities the Community Fee pays for and what the amount of the Community Fee will be, as well as any terms regarding refund of the Community Fee. The prospective Resident,

once fully informed of the terms of the Community Fee, may choose whether to accept the Community Fee as a condition of residency in the Residence, or to reject the Community Fee and thereby reject residency at the Residence.

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

C. Rate or Fee Schedule.

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

D. Billing and Payment Terms (Include any specific billing and payment requirements, including late fees, if any.) Payment is due by the first (1st) day of the month and shall be delivered to the Residence's Business Office. An Administrative Fee of One hundred Dollars (\$100.00) will be added for any payments received after the 1st of the month. Operator encourages ACH Automatic payment.

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

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

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. Both the Basic Rate and the Care Fees are due to the Operator during a Resident's absence from the apartment. A credit for Care Fees will begin after two (2) consecutive weeks absence and a credit for Meals will begin after 30 days absence from the apartment. The apartment will be reserved until the Resident or Resident Representative or the Operator determines that the Resident will be unable to return. A provision to reserve a residential space does not supercede the requirements for termination

as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space, but must provide the 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 or a per diem proration any advance payment(s) which You have made.

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

V. Transfer of Funds or Property to Operator

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 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 VI. 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 (DSS-2853) with You or Your Representative.

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

You must complete the following:

I receive SSI funds or	I have applied for SSI funds
I receive SNA funds or	I have applied for SNA funds
I do not receive either SSI or SNA funds	

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 duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.
5. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.

6. If You are residing in a “Basic” Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.
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) are chronically chairfast and unable to transfer, or chronically require the physical assistance of another person to transfer; or (b) chronically require the physical assistance of another person in order to walk; or (c) chronically required the physical assistance of another person to climb or descend stairs; or (d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (e) have chronic unmanaged urinary or bowel incontinence.
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 (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 is available under Medicare, Medicaid or other third party coverage.
4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Informing the Operator promptly of change in health status, change in physician, or change in medications.
6. Informing the Operator promptly of any change of name, address and/or phone number.

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

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

XIII. Termination and Discharge

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

1. By mutual agreement between You and the Operator;
2. Upon thirty (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 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 removed. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person.

If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, You are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, You must be readmitted.

XV. Resident Rights and Responsibilities

Attached as Exhibit XV and made a part of this Agreement is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a readily visible common area in the Residence. 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 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 APARTMENT/ROOM

[AL124A AL One Bedroom]

EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

Refrigerator

Microwave (if appropriate)

Window Treatments

EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

Personal Furniture and decorations

[May be customized at time of move in]

Additional Kitchen appliances are not permitted

EXHIBIT I.C.

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

(as of 2/1/25)

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

Item	Additional Charge	Provided By
Dry Cleaning/Alterations	\$2.50 and up, based on garment	Independent third-party provider
Professional Hair Grooming	\$12.00 and up, based on service	Independent third-party provider
Personal Toilet Articles	\$7.50 and up for personal incontinence supplies	Fountains at Rivervue
Medical Transportation	No additional charge within a 10 mile radius	Fountains at Rivervue
Cultural/Activities Transportation	No additional charge within a 10 mile radius	Fountains at Rivervue
Air Conditioning	No additional charge	Fountains at Rivervue
Replacement of lost emergency pendant	\$285.00 per replacement	Fountains at Rivervue
Guest Meals	Breakfast \$10.00* Lunch \$15.00* Dinner \$25.00*	Fountains at Rivervue
Holiday/Special Event Guest Meals	\$45.00 per guest*	Fountains at Rivervue
Catering/Private Parties	Prices vary depending on specific catering/party needs*	Fountains at Rivervue
Tray Service (during dining hours)	\$10.00 per meal if not ill as determined by Community	Fountains at Rivervue
Additional Maintenance Services	\$18.00 per ½ hour plus supplies. Minimum of ½ hour for services outside of routine services*	Fountains at Rivervue
Additional or Replacement Keys	\$10.00 per key	Fountains at Rivervue

Additional Housekeeping	\$13.00 per ½ hour plus supplies. Minimum of ½	Fountains at Rivervue
	hour for services outside of routine services*	
Additional Laundry Services	\$10.00 per load for items not considered personal laundry (such as comforters and other large items)*	Fountains at Rivervue
Carpet Cleaning	\$400.00 per service*	Fountains at Rivervue
Vehicle Rental Space (for non-use vehicles)	\$650.00 per month	Fountains at Rivervue

**Plus applicable sales tax*

EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

The Provider contracts with Fountains Home Care of New York, Inc. (FHCNY) to provide licensed nurses at the Residence. FHCNY is a Licensed Home Care Agency with an active license under the New York Department of Health.

EXHIBIT II

DISCLOSURE STATEMENT

Fountains Operating Co (NY), Inc (“The Operator”) as operator of The Fountains at Rivervue (“The Residence”), hereby discloses the following, as required by Public Health Law Section 4658 (3).

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

2. The Operator is licensed by the New York State Department of Health to operate

One Rivervue Place, Tuckahoe, NY 10707 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 Special Needs Assisted Living Residence. This additional certification (or these additional certifications) may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met. The Operator is currently approved to provide:

- a. Enhanced Assisted Living services for up to a maximum of 141 persons.
- b. Special Needs Assisted Living services for up to a maximum of 24 persons.

Optional Provision Begins.

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

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

Optional Provision Ends

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/or Special Needs Assisted Living programs.

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 Assisted Living Services or Special Needs Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living unit (or 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, unit, apartment) within the Residence.

3. The owner of the real property upon which the Residence is located is Fountains RiverVue SL, LLC.

The mailing address of such real property owner is 2020 W. Rudasill Rd, Tucson, AZ 85704. The following individual is authorized to accept personal service on behalf of such real property owner: David Barnes, 2020 W. Rudasill Rd, Tucson, AZ 85704.

4. The Operator of the Residence is Fountains Operating Co (NY), Inc.. The mailing address of the Operator is 2020 W. Rudasill Rd, Tucson, AZ 85704. The following individual is authorized to accept personal service on behalf of the Operator: David Barnes, 2020 W. Rudasill Rd, Tucson, AZ 85704.

5. List any ownership interest in excess of 10% on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Residence. *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. *Watermark Retirement Communities, Inc., the management company of the Residence also manages, and is affiliated with, Fountains Home Care of New York, Inc., a licensed home care agency that provides services to both the Residence as well as residents, as needed and requested by the resident.*

7. If a resident chooses to engage a service provider with whom the Operator does not have an arrangement, the Operator will require the resident to sign an acknowledgment of their responsibilities related to the service provider, including any resulting resident liability.
8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
9. The Operator does not currently engage in business related to the availability of public funds for payment for residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services.
10. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator or regarding Home Care Services is 1-800-628-5972.
11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the Resident and 1-914-265-7522 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ombudsman.state.ny.us.

EXHIBIT III.A.2.

CARE FEE ARRANGEMENTS

Under the Monthly Base Fee, each resident receives a minimum of 3.75 hours of personal care services per week. Such services may include assistance with: bathing, grooming, dressing, toileting, ambulation, transferring, feeding, and medication acquisition, storage, disposal, and self-administration. Additional Care Fee charges are applicable to residents who have care needs in excess of the basic level of personal care services provided per month, as assessed by a Registered Nurse in consultation with the resident's Physician, using the Community's Assessment tool. Care levels are determined at the time of initial move in and reviewed after the first 30 days of residency and then every six months, or upon the resident's change of condition. The results of each assessment and corresponding Care Fee charges will be shared with the resident and the resident's representative.

Rather than employing a series of tiers whereby fees increase a set amount when a resident reaches certain, specified thresholds of need, the Community closely tailors Care Fee charges to each resident's individual needs on a minute-of-care basis. Using its carefully designed Assessment tool, the Community evaluates each resident's specific

personal care needs and assigns a point value for those needs. Points are based on minutes of care, and one minute equals one point. Care Fees are charged in addition to the Monthly Base Fee as outlined below, with each point above the base number of points corresponding to one additional minute of care per month. Sixty cents is charged for each minute/point.

Enhanced Assisted Living care is provided to Residents who: (a) chronically require the physical assistance of another person to transfer; or (b) chronically require the physical assistance of another person in order to walk; or (c) chronically required the physical assistance of another person to climb or descend stairs; or (d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; (e) have chronic unmanaged urinary or bowel incontinence; or (f) require more than intermittent or occasional nursing care such as eye drops, injections, catheter care, colostomy care, wound care from medical personnel. While the Resident's care needs determine eligibility for Enhanced Assisted Living, as with other personal care services, the specific services required by an Enhanced Assisted Living Resident are assigned points in the Community's Assessment tool, and the total number of points determines the Resident's specific Care Fee charges.

Assisted Living

Under the Monthly Base Fee, each Assisted Living resident receives up to 22.8 hours of basic personal care services per month (or approximately 5 hours per week), with additional care needs charged at a rate of \$0.60 per minute:

Points per Month (per assessment)	Minutes/Hours per Month	Monthly Charge per Point
0 to 1,368 points	Up to 1,368 minutes/22.8 hours	Included in Monthly Base Fee
1,369+ points	1,369+ minutes/22.8+ hours	\$0.60 per point over 1,368 points

For the sake of clarity, one hour of additional personal care services per week would cost \$36.00.

Memory Care

Under the Monthly Base Fee, each Memory Care resident receives up to 45.6 hours of basic personal care services per month (or approximately 10 hours per week), with additional care needs charged at a rate of \$0.60 per minute:

Points per Month (per assessment)	Minutes/Hours per Month	Monthly Charge per Point
0 to 2,736 points	Up to 2,736 minutes/45.5 hours	Included in Monthly Base Fee
2,737+ points	2,737+ minutes/45.5+ hours	\$0.60 per point over 2,736 points

For the sake of clarity, one hour of additional personal care services per week would cost \$34.20.

EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

Community Fee (a one time, non-refundable fee): \$7,000.00

Pet Fee (a one time, non-refundable fee): \$500.00

Late Fee: \$100.00

Non-ACH Fee: \$100.00

EXHIBIT III.C

RATE OR FEE SCHEDULE

As of 02/01/2025

Assisted Living

Apartment Type	Monthly Base Fee
Thames – Studio	Starting at \$6,625
Blue Nile - One Bedroom	Starting at \$7,695
White Nile - One Bedroom	Starting at \$7,315
Tiber - One Bedroom with Den	Starting at \$8,895
Danube - Two Bedroom, One Bath	Starting at \$9,645
Seine - Two Bedroom, Two Bath	Starting at \$10,245
2 nd Occupant Fee	Starting at \$1,800

Memory Care

Apartment Type	Monthly Base Fee
Private Suite	\$9,000

EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

[Identified at time of transfer, as applicable]

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

[Identified at time of transfer, as applicable]

EXHIBIT X.I.

RULES OF THE RESIDENCE

Smoking

Residents may NOT smoke in their apartments or in any of the interior common areas of the Residence. The Residence has a designated covered patio outside for those who choose to smoke.

Door Mats

For safety reasons the Operator does not allow any door mats in the hallway.

Private Duty Employees

Anyone hired independently by Residents or families must read and sign the Operator's Private Duty Policies and Procedures as well as sign a Release of Liability

Electric Carts

Residents must sign the Operator's Electric Cart Policy, provide proof of liability insurance, and agree to follow all rules outlined in the policy.

Pets

The Operator allows pets in the Residence with some limitations. Resident must pay a Pet Deposit, provide proof of the pet's good health, and adhere to all policies listed in the Resident Handbook.

EXHIBIT XV

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

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

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

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

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

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

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

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

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

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

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 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.

5/9/05

EXHIBIT XVI

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

We approach resident and family concerns as an opportunity to improve service to the residents. Both residents and families of residents can feel confident that their concerns will be explored and resolved in a timely fashion. You are encouraged to use the procedures set forth below for any issues that may arise.

1. A concern regarding any department should be brought to the attention of the Director of that department. The appropriate Director will work with the resident to attain a satisfactory resolution to the issue.
2. The Executive Director will monitor the handling of all concerns raised by the residents and families of residents and will ensure that they are explored and resolved promptly.
3. If the concern is not satisfactorily resolved, or if you or your family is not comfortable discussing the concern with the appropriate Director, the concern may be brought directly to the Executive Director. The Executive Director will then work directly with the resident to attain a satisfactory resolution of the issue.
4. If your concern has not been satisfactorily resolved, or if you or your family is not comfortable discussing the concern with the Executive Director, you may contact the Managing Director for the Community.
5. An anonymous complaint and/or grievance by either a resident or associate by submitted by placing the written complaint in the box outside the Executive Director's office.
6. Follow up will be provided to the resident or associate loading a complaint within 48 hours as feasible. When appropriate, the complaint/grievance, including those that are anonymous, will be discussed at the monthly Resident Council Meeting. A special resident meeting will be scheduled if needed.
7. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by an Assisted Living Operator is 1-866-893-6772.
8. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number [1-800-342-9871] for individuals to request an Ombudsman to advocate for a resident. In addition, the Long Term Care Ombudsman for can be

reached at [1-914-265-7522]. More information is available online at the NYSLTCOP web site: www.ltombudsman.ny.gov.

9. Residents have the right to form and participate in a resident council forum. The residents solely lead the resident council, however, the council may utilize the services of staff to assist with meeting minutes, notices, etc. Participation is voluntary. The council's purpose includes:
 - Discussing operations,
 - Discussing resident right issues,
 - Discussing grievances and concerns,
 - Participating in the resolution of concerns,
 - Participating in the planning of events and activities,
 - Providing an opportunity to meet with staff.

**ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT**

This is an addendum ("Addendum") to a Residency Agreement made between The Fountains Operating Company (NY), Inc. d/b/a The Fountains at RiverVue, (the "Operator"),

_____ (the "Resident" or "You"),

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

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

Such Residency Agreement is dated 05/29/2025.

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

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at The Fountains at RiverVue, located at 1 RiverVue Place, Tuckahoe, NY 10707.

II. Physician Report

You have submitted to the Operator a written report from Your physician, which states that:

- a. Your physician has physically examined You within the last month prior to Your admission into this Enhanced Assisted Living Residence; and
- b. You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. Request for and Acceptance of Admission

You have requested to become a Resident at this Enhanced Assisted Living Residence, (the "Residence") and the Operator has accepted Your request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

- a. **Services Provided.** Services included in the assisted living base Monthly Service Fee are summarized as EALR # 1 and made a part of this Agreement.
- b. **Additional Care Services Available.** The Residence uses a point-based assessment and cost structure, a summary of which is attached as EALR # 1 and made a part of this Agreement. The current cost structure can be found in Exhibit III.A.2.
- c. **Staffing Levels.** Staffing levels will be appropriate for the level of care needed to perform and carry out the tasks that the Resident requires. Staffing levels will be maintained in compliance with all applicable laws and regulations. At full licensed capacity of 141 residents, there will be no less than two personal care aides on any given shift to provide supervision and meet the needs of residents. In addition, a Licensed Practical Nurse ("LPN") is on site each shift to assess the needs of residents in both assisted living and memory care and deliver applicable nursing services. In addition to the Program Administrator and LPN/Case Manager, during the day shift there are also a number of administrative and managerial staff to serve our residents. A reduction in caregiving staff would occur if the program was at significantly less than full capacity. There are also more than 55 Community Life staff hours committed each week to planning and conducting meaningful activities to keep residents active in the Residence.
- d. **Staff education and training.** Required staff education and experience will be dependent on the level of care that the staff is assigned to complete. These include:
 - i. Initial orientation for all staff which includes the basic concepts of assisted living, age related changes, aging in place, documentation, promoting a home-like environment, resident rights, basic work functions to be completed and company culture and employment policies.
 - ii. Continued mandatory inservices throughout the year that review the fundamental principles and skills necessary to assist Residents who may have cognitive and

physical impairment and dementia. The inservices are designed to promote and improve the qualifications of each staff member.

- iii. Training or employment experience commensurate with specific level of care needs, for example, the Adult Home staff requirements or Home Health Aide certification as appropriate.
- e. Environmental modifications. Although the Operator attempts to manage risk incurred by Residents, the very nature of the Residence's environment and program does not allow for the complete elimination of risk. The Operator and staff make every effort to create an environment that allows a Resident to live as independently as possible while creating a caring atmosphere that promotes privacy, dignity and peace of mind. When staff observes and documents potential risk situations, the Operator will make every effort to communicate with the Resident and/or their Representative regarding those risks and suggestions to remove or minimize risk. The Residence was originally designed and built for seniors' health and safety and includes:
 - i. An automatic sprinkler system throughout,
 - ii. A supervised smoke-detection system throughout,
 - iii. Fire protection systems directly connected a 24-hour attended central station and local fire department,
 - iv. Handrails on both side of resident-used corridors and stairways,
 - v. A centralized emergency call-system in all resident bedrooms and bathroom areas, and
 - vi. Smoke barriers and doors.

In addition, Residents are provided personal pendants to signal a centralized emergency monitoring system.

V. Aging in Place

The Operator has notified You that, while the Operator will make reasonable efforts to facilitate Your ability to age in place according to Your Individualized Service Plan, there may be a point reached where Your needs cannot be safely or appropriately met at the Residence. If this occurs, the Operator will communicate with You regarding the need to relocate to a more appropriate setting, in accordance with law.

VI. If 24 Hour Skilled Nursing or Medical Care is Needed

If You reach the point where You are in need of 24 hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, the Operator will initiate proceedings for the termination of this Agreement and to discharge You from residency, **UNLESS** each of the following conditions are met:

- a. You hire appropriate nursing, medical or hospice staff to care for Your increased needs;
AND
- b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, You can be safely cared for in the Residence, and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32;
AND
- c. The Operator agrees to retain You as Resident and to coordinate the care provided by the operator and the additional nursing, medical or hospice staff; AND
- d. You are otherwise eligible to reside at the Residence.

VII. Addendum Authorization

We, the undersigned, have read this Addendum, 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)

ATTACHMENT EALR #1

SUMMARY OF SERVICES AND OVERVIEW OF PERSONALIZED CARE SERVICES

The basic Assisted Living fee includes: resident call response system, trained staff available 24 hours a day, three delicious meals a day prepared to order, weekly housekeeping and laundry services, daily trash removal and bed making, medication management, dynamic calendar of events including Watermark University classes, scheduled transportation, maintenance services, access to all of The Fountains at RiverVue amenities, fire safety system and all utilities except cable.

The Residence uses a point-based arrangement, in which the cost for care depends upon the types of services provided. Each Resident is charged for care based on care needs identified and a points system using the Residence's assessment tool which is completed prior to move in, along with an individualized services plan or "ISP". The ISP will be reviewed and revised and the assessment renewed whenever necessary, but not less than every six months. If the review shows that the resident's need have changed, the resident's services and resulting charges will be modified accordingly.

Assessment Summary

The assessment tool focuses on the level of needs and the frequency of needs in four areas: Functional Capabilities, Psycho/Social Needs, Behavioral Needs and Special Medical Needs. Examples, while not inclusive of all services, are provided below:

Functional: Capabilities and assistance with: grooming, bathing, dressing, eating, dietary choices, vision, hearing, speech, toileting, stability, transferring.

Psycho/Social: Traumatic events, assistance with: telephone use, transportation, shopping, housekeeping, laundry.

Behavioral: Level of awareness, time and place orientation, wandering.

Special Medical Needs: Oxygen/breathing treatments, skin care, wound care, lab work, pain management, glucose management, infections, colostomy.

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

This is an addendum ("Addendum") to a Residency Agreement made between The Fountains Operating Company (NY), Inc. d/b/a The Fountains at RiverVue, (the "Operator"),

_____ (the "Resident" or "You"),

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

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

Such Residency Agreement is dated 05/29/2025.

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

I. Special Needs Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at The Fountains at RiverVue, located at 1 RiverVue Place, Tuckahoe, NY 10707.

II. Request for and Acceptance of Admission

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

V. Specialized Programs, Staff Qualifications and Environmental Modifications

- f. **Services Provided.** Services included in the Special Needs base Monthly Service Fee are summarized as SNALR # 1 and made a part of this Agreement.

- g. **Additional Care Services Available.** The Residence uses a point-based assessment and cost structure, a summary of which is attached as SNALR # 1 and made a part of this Agreement. The current cost structure can be found in Exhibit III.A.2.
- h. **Staffing Levels.** Staffing levels will be appropriate for the level of care needed to perform and carry out the tasks that the Resident requires. Staffing levels will be maintained in compliance with all applicable laws and regulations. At full licensed capacity of 24 residents, there will be no less than two personal care aides on any given shift to provide supervision and meet the needs of residents. In addition, a Licensed Practical Nurse ("LPN") is on site each shift to assess the needs of residents in both assisted living and memory care and deliver applicable nursing services. During the day shift there are also a number of administrative and managerial staff to serve our residents. A reduction in caregiving staff would occur if the program was at significantly less than full capacity. There are also 40 Community Life staff hours committed each week to planning and conducting meaningful activities to keep residents active in the Residence.
- i. **Staff education and training.** Required staff education and experience will be dependent on the level of care that the staff is assigned to complete. These include:
 - i. Initial orientation for all staff which includes the basic concepts of assisted living, age related changes, aging in place, Alzheimer's, dementia and memory care concepts, documentation, promoting a home-like environment, resident rights, basic work functions to be completed and company culture and employment policies.
 - ii. Continued mandatory inservices throughout the year that review the fundamental principles and skills necessary to assist Residents who may have cognitive and physical impairment and dementia. The inservices are designed to promote and improve the qualifications of each staff member.
 - iii. Training or employment experience commensurate with specific level of care needs, for example, the Adult Home staff requirements or Home Health Aide certification as appropriate.
- j. **Environmental modifications.** Although the Operator attempts to manage risk incurred by Residents, the very nature of the Residence's environment and program does not allow for the complete elimination of risk. The Operator and staff make every effort to create

an environment that allows a Resident to live as independently as possible while creating a caring atmosphere that promotes privacy, dignity and peace of mind. When staff observes and documents potential risk situations, the Operator will make every effort to communicate with the Resident and/or their Representative regarding those risks and suggestions to remove or minimize risk. The Residence was originally designed and built for seniors' health and safety and includes:

- i. An automatic sprinkler system throughout,
- ii. A supervised smoke-detection system throughout,
- iii. Fire protection systems directly connected a 24-hour attended central station and local fire department,
- iv. Handrails on both side of resident-used corridors and stairways,
- v. A centralized emergency call-system in all resident bedrooms and bathroom areas, and
- vi. Smoke barriers and doors.

In addition, delayed egress technology is installed at each entry and exit point.

V. Aging in Place

The Operator has notified You that, while the Operator will make reasonable efforts to facilitate Your ability to age in place according to Your Individualized Service Plan, there may be a point reached where Your needs cannot be safely or appropriately met at the Residence. If this occurs, the Operator will communicate with You regarding the need to relocate to a more appropriate setting, in accordance with law.

VI. Addendum Authorization

We, the undersigned, have read this Addendum, 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)

ATTACHMENT SNALR #1

SUMMARY OF SERVICES AND OVERVIEW OF PERSONALIZED CARE SERVICES

The basic Memory Care fee includes: Trained staff available 24 hours a day, three delicious meals a day prepared to order in addition to healthy snacks, housekeeping and maintenance services, medications management, dynamic calendar of events including Watermark University classes designed for brain and body fitness, access to all of The Fountains at RiverVue amenities, fire safety system and all utilities except cable.

The Residence uses a point-based fee arrangement, in which the cost for care depends upon the types of services provided. Each Resident is charged for care based on care needs identified and a points system using the Residence's assessment tool which is completed prior to move in, along with an individualized services plan or "ISP". The ISP will be reviewed and revised and the assessment renewed whenever necessary, but not less than every six months. If the review shows that the resident's need have changed, the resident's services and resulting charges will be modified accordingly.

Assessment Summary

The assessment tool focuses on the level of needs and the frequency of needs in four areas: Functional Capabilities, Psycho/Social Needs, Behavioral Needs and Special Medical Needs. Examples, while not inclusive of all services, are provided below:

Functional: Capabilities and assistance with: grooming, bathing, dressing, eating, dietary choices, vision, hearing, speech, toileting, stability, transferring.

Psycho/Social: Traumatic events, assistance with: telephone use, transportation, shopping, housekeeping, laundry.

Behavioral: Level of awareness, time and place orientation, wandering.

Special Medical Needs: Oxygen/breathing treatments, skin care, wound care, lab work, pain management, glucose management, infections, colostomy.