The Bristal®
ASSISTED LIVING

ARMONK

RESIDENCY

AGREEMENT

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Initials _____

THE BRISTAL AT ARMONK ASSISTED LIVING RESIDENCY AGREEMENT

Resident's Name: _____ Current Apartment No: _____

Admission Date: _____ Effective Date: _____

This is the Residency Agreement ("Agreement") between Armonk Senior Care, LLC as the "Operator" of The Bristal at Armonk (the "Community"), _____ ("Resident" or "You"), _____ (the "Resident's Representative") and _____ (the "Resident's Legal Representative"), if any, (hereafter collectively referred to as "Responsible Party") stating the terms and conditions of the Resident's admission and living arrangements at the Community.

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate at 90 Business Park Drive, Armonk, New York 10504 as an Assisted Living Residence ("ALR") known as The Bristal at Armonk and as an ☒ Enriched Housing Program and / or ☐ Adult Home. The Operator is also certified to operate at this location as an Enhanced Assisted Living Residence ("EALR") and Special Needs Assisted Living Residence ("SNALR")/Reflections.

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

The Operator will neither admit nor retain any person requiring continual medical or nursing care. Accordingly, admissions are restricted to individuals whose care needs are within the scope of services authorized under New York State Public Health Law Article 46-b:

1. Who, if disabled, have stabilized chronic disabilities;
2. Who are ambulatory as defined by New York State Department of Health code; and
3. Whose mental condition is such that they are not a danger to themselves or others.

This agreement consists of a nineteen (19) page core document with the following twenty-two (22) addenda:

1. Statement Offering Personal Allowance Account
2. Schedule of Fees
3. Care Level Descriptions

4a. Transfer of Funds or Property to Operator

4b. Inventory of Resident Property Held by Facility for Safekeeping

5. Medication Ordering
6. Photo Waiver
7. No Smoking/Vaping Policy
8. Pet Lease (if applicable)
9. Resident Rights
10. Ombudsman Fact Sheet
11. List of Legal Services and Advocacy Agencies
12. Private Pay Home Care Services

Initials _____

13. Enhanced Assisted Living Residency (EALR) Addendum (when applicable)
14. Special Needs Assisted Living Residency (SNALR) Addendum (when applicable)
15. Disclosure Statement
16. Resident Complaints/Grievances
17. Furniture/Appliances Provided by Operator
18. Furniture/Appliances Provided by Resident
19. Licensure/Certification Status
20. Resident Handbook Receipt
21. ALR Consumer Information Guide & A Residents Guide to NYS DOH Inspections
22. Federal Poverty Level Statement

AGREEMENTS

The Residency Agreement is effective as of the above Effective Date, at which time the Operator shall provide the following community services to the Resident, subject to the other terms, limitations and conditions contained in the Agreement. The parties acknowledge that this Agreement is intended to provide long term housing and, thus, is entered into for the term of at least one year and is not entered into with the intent to provide a short-term or respite stay. Regardless of such intent, this Agreement may be terminated at any time by either party for any of the reasons set forth in Section XI (Termination) of this Agreement.

The Operator is responsible for provision of the following:

I. Housing Accommodations and Community Services

Beginning on _____ (date) the Operator shall provide the Resident with the following housing services, all of which are included in the daily rate for Accommodations and Community Services:

A. Housing Accommodations and Services

1. **Your Apartment**. Resident may occupy an apartment, subject to the terms of this agreement as identified on Addendum 2, Schedule of Fees.
2. **Common Areas**. You will be provided with non-exclusive access to the general-purpose rooms of the Community, including but not necessarily limited to Bistro, Card Room, Cinema, Arts & Crafts Room, Fitness Center, Beauty Salon, Bingo Room, Billiard Room, Quiet Rooms, Country Kitchen, Private Dining Room (with prior reservation) Laundry Rooms (those specific for Resident use on each floor), Library/Business Center, and Mailroom. You will be able to use the common areas at the Community between the hours of 9am and 8pm for scheduled group or individual recreation. Whenever a common area is temporarily unavailable for maintenance or administrative activities such as staff training, other common areas suitable for recreation will remain available for resident use.
3. **Furnishings/Appliances Provided by the Operator.** Attached as Addendum 17 and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator;
4. **Furnishings/Appliances Provided by You.** Attached as Addendum 18 and made a part of this Agreement is an Inventory of furnishings, appliances, and other items supplied by you in your Apartment. Such addendum also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

B. Basic Services

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

Initials _____

1. **Meals and Snacks**

Board including, congregate dining including three (3) meals a day, served at regularly scheduled times and between meal nutritious snacks. Additionally, all residents have access to a variety of food in Bistro 24 hours a day;

   i. The following diets when ordered by Resident's attending physician are limited to the following types: Regular, No Concentrated Sweets, No Added Salt, Gluten Free, Lactose Free, Vegetarian, Soft to Chew, Chopped, Ground and Puree.

2. **Activities.** The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet the Resident's physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Community.
3. **Housekeeping services**;
4. **Linen Services**. Linen changes are available once (lx) a week or as often as needed and towel services available twice (2x) a week or as often as needed; See Addendum 17 for a list of provided linens.
5. **Laundry of Resident's personal washable clothing**. Laundry services are provided once (1x) a week or as often as is necessary (Operator is not responsible for dry cleaning non-washable items or lost or damaged clothing or other personal articles unless loss or damage is due to the negligence or intentional acts of the Operator or his agents);
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 to 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 and regulation
7. **Twenty-Four (24) hour security**. All exterior doors in the community are monitored and secured to aid in ensuring resident safety.
8. **Case Management Services** will be provided by appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Resident's needs and interests, information and referral, and coordination with available resources to best address identified needs and interests;
9. **Development of Individualized Service Plan.** An Individualized Service Plan (ISP) will be developed to address the resident's needs, including personal care needs and instrumental activities of daily living. This Individualized Service Plan will be reviewed and revised, in consultation with Your physician, every six (6) months and whenever ordered by Resident physician or as frequently as necessary to reflect Resident's changing care needs.
10. The following supplementary services will also be provided to the Resident, at no additional cost:
    i. Assistance in obtaining access to necessary health or mental health services including a physician of Resident's choice and any necessary medications;
    ii. Assistance in arranging for the Resident's spiritual needs and services of clergy according to Resident's choice;
    iii. All of the protections specified in the Rights and Responsibilities of Residents in Assisted Living Residences, a copy of which has been given to Resident; and
    iv. Offering the Resident an opportunity to place funds in a Community maintained personal allowance account.

C. <u>Care Services</u>

Personal care services available to all ALR residents will include up to 3.75 hours per week of direction and some assistance with grooming, dressing, bathing, toileting, walking and ordinary movement from bed to chair or wheelchair, eating (excluding feeding), using central dining services, meal consumptions, participation in the program of activities, assistance with self-administration of medication, and the taking and recording of monthly weights. Services for each resident are detailed in the resident's Individualized Services Plan (ISP). Personal care services provided in excess of 3.75 hours/week may require that the resident pay a higher monthly fee. Detailed fees are included in Addendum 2 of this Agreement's rate or fee schedule.

Initials _____

D. Additional Services

Addendum 2, 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 addendum states who would provide such services or amenities, if other than the Operator.

E. Licensure/Certification Status

The Operator does not have any arrangements with outside providers offering home care or personal care services to serve residents. Should this change in the future, you will be provided with a listing of such providers with a statement describing the licensure or certification status of each provider and this will be updated as frequently as necessary. Please refer to Addendum 19 of this agreement.

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

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

1. Payment of the required Rate and fees;
2. Supply of personal clothing and effects;
3. Payment of all medical expenses, including transportation for medical purposes, except when payment is available under Medicare, Medicaid or other third-party coverage;
4. Within thirty (30) days prior to admission, a dated and signed physical examination report that conforms to New York State Department of Health Regulations must be provided. Thereafter, a physical examination must be provided every twelve (12) months (or more frequently if a change in condition warrants) to the operator with a medical evaluation dated and signed by the Resident's physician that conforms to regulations of the Department:

    a. If the Resident fails to provide the Community with a current medical evaluation or needed medication(s), and the Community must obtain either, the Resident/Responsible Party, if any, will be charged the cost of the physician's office visit and/or the cost of the medication. The cost of the physician's office visit varies by Resident, depending on each Resident's insurance coverage.

5. Informing the Operator of a change in health status, change in physician or change in medications;
6. Informing the Operator of a change in name, address (including email) and/or telephone number of the Responsible Party, if any;
7. Informing the Operator of Resident's income level on a yearly basis, for purposes of the Community complying with applicable State rules to compute licensure fees;
8. The Resident agrees to obey all reasonable rules of the Community, including the rules set forth in the Resident Handbook (Addendum 20), and to respect the rights and property of the Community and other residents.

B. The Resident's Representative and Resident's Legal Representative, if any, shall be responsible for the following *(enter either* "NONE" *or the specific responsibilities here)*:

_____

_____

_____

Initials _____

III. Disclosure Statement

The Operator is disclosing information as required under Public Health Law Section 4658 (3). Such disclosures are contained in Addendum 15, which is attached to and made part of this agreement.

IV. Fees

The Resident's Total Basic Daily Rate is the total daily charge for the following: (1) Housing Accommodations and Community Services and Basic Services, as set forth in Section I.A and I.B respectively; and (2) Care Services, as set forth in Section I.C. Assisted Living Residences are permitted to charge for services on a flat fee basis, where all Basic Services in Section I.B and Care Services in Section I.C. are included in a single fee, or a tiered fee basis, where charges for Basic and Care Services are determined by the type of services provided or the number of hours of care provided. This is referred to as the "Basic Rate". This Community/ Residence operates with a tiered Basic Rate.

The Community's level of care structure for Care Services is provided through a "tiered" fee arrangement in which the amount of the Total Basic Daily Rate depends upon the types of Care Services provided. The Resident's Care Level is determined by the Resident's needs as indicated on the ISP at the time of admission and will be explained to the Resident/Responsible Party at the time of admission. Addendum 3 describes the types and frequency of services rendered, all of which are provided by the staff of the Operator. This "tiered" rate charged to the Resident is calculated based on the Resident's individual needs, the types of services administered, and the frequency of care provided per day and/or week. The schedule of fees for each level of care is set forth in Addendum 2. Staff will review the ISP and assigned care level thirty (30) days following admission for accuracy and the ISP will be updated every six months, or upon change in condition. Care Level rate will not be changed without consent of Resident and/or responsible party unless additional care is ordered by a physician (See Section IV.D).

The Resident, Resident's Representative, and Resident's Legal Representative agree that the Resident and_____(*insert name of other specified party, if any)* will pay, and the Operator agrees to accept, the following payment in full satisfaction of the services to be provided under this Residency Agreement:

Initials _____

A. Required Fees

Total Basic Daily rate ("Rate") for Resident services and needs:

	"Daily Rate"	Resident & Responsible Party's Initials	Facility Representative's Initials
ACCOMMODATIONS AND COMMUNITY SERVICES RATE			
Assisted Living Rate	$ _____	_____	_____
Special Needs Assisted Living Rate (SNALR)♦	$ _____	_____	_____
♦(Includes all personal care except for those listed in Reflections/EALR Care Level I & II)			
CARE SERVICES			
ALR and/or EALR* SERVICES			
Assisted Living Care Level I	$ _____	_____	_____
Assisted Living Care Level II	$ _____	_____	_____
Assisted Living Care Level III	$ _____	_____	_____
Assisted Living Care Level IV	$ _____	_____	_____
Assisted Living Care Level V	$ _____	_____	_____
Assisted Living Care Level VI	$ _____	_____	_____
Assisted Living Care Level VII	$ _____	_____	_____
SNALR and/or EALR* SERVICES			
Reflections Care Level I	$ _____	_____	_____
Reflections Care Level II	$ _____	_____	_____
TOTAL BASIC DAILY RATE (Accommodations and Community Services Rate plus Care Services.)	$ _____	_____	_____

*EALR means that a certificate has been issued by the Department which authorizes an assisted living residence to provide aging in place by retaining residents who desire to continue to age in place (see IX.7 for EALR Admission and Retention criteria).

B. Supplemental, Additional or Community Fees

The Residency Agreement includes a description of supplemental and additional fees from the Operator directly or through arrangements with the Operator, stating who provides such services if not the Operator, and provide a detailed explanation of the services and amenities covered by the rates, fees charges. (See Addendum 2 – Schedule of Fees). A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Total Basic Daily Rate. A Supplemental fee must be at Resident option. Any charges for supplemental or additional fees by the Operator shall be made only for services and supplies that are actually supplied to the Resident. An additional fee can be charged if included in the fee schedule and selected by the resident. In some cases, the law permits the Operator to charge an additional fee without the express written approval of the Resident, as set forth in Section IV (D). Please note that the Community will provide the following services and amenities, as part of your Total Basic Monthly Rate:

Initials _____

Apartments pre-wired for cable and telephone in each Apartment; access to radio and television in common area; air-conditioning in each Apartment; window blinds in each Apartment; basic recreational supplies; transportation for various scheduled recreational activities; assist in arranging for medical transportation; assisting Resident to maintain non-washable clothing; assisting with laundering services, basic bed linens for bed provided by Community; towels, washcloths, soap and toilet tissue.

The Resident and/or Responsible Party, if any, shall be responsible for all other expenses, but not limited to the following:

All medical expenses, including third party coverage for medical expenses; transportation for medical purposes; medications; all professional services or items of any kind ordered specifically for or by Resident and/or Responsible Party, if any; clothing purchases; clothing repairs; dry cleaning; personal hygiene items; salon services; cultural events; non-basic recreational supplies; apartment furnishings, window treatments (other than window blinds provided); personal television and service; telephone service; insurance of any personal property kept in apartment (if desired). To the extent that any of the aforementioned items will be billed to the Resident by the Operator, the Resident understands that such services or supplies are at the Resident's option, and the charges for such services or supplies are set forth in Addendum 2 (Schedule of Fees).

Upon admission each Resident will also be charged a Community Fee as set forth in Addendum 2.

This charge is equal to the Resident's daily Accommodations and Community Services Rate multiplied by thirty (30). Your Accommodations and Community Services Rate is located on page 7 in section IV. A., above. A listing of such rates for all apartment types is provided to each prospective resident prior to signing this Agreement.

The Community Fee is a one-time fee charged by the Operator at the time of admission. The Operator must clearly inform the prospective Resident what the amount of the Community fee will be as well as any terms regarding refunds of the Community Fee. Therefore, there can be no increase in the fee after you have been admitted. 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 Community, or to reject the Community Fee and thereby reject residency at The Community.

The Community Fee will only be refunded as follows:

For a one (1) day to thirty (30) day stay, a refund equal to the amount set forth in paragraph IV.B. For a thirty-one (31) day or greater stay, no refund will be given.

C. Billing and Payment Terms

Payments are due on the first (1st) day of the month to be delivered to the Executive Director or Business Office Manager/Director of Administrative Services of the Community in which the Resident lives. Any payments RECEIVED by the Community after the fifth (5th) day of the month when due, or any outstanding balance, will incur a late charge of one and one-half percent (1½%) per month until outstanding overdue balance is satisfied, provided, however, that the Resident or Responsible Party, if any, shall have the right to contest that there has been late payment or that such sums are actually due under this Agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties. A notification of any late charges, if applicable, will be sent with each monthly statement of charges.

Initials _____

A Refundable Security Deposit, in the amount set forth in Addendum 2, is required upon application for residency, which will be held in a separate interest-bearing security account which will be refunded upon Resident's discharge (minus one percent (1%) administrative fee) provided there is no damage to apartment and no outstanding balances on Resident's account at time of discharge.

The Resident will be charged for the Effective Date up through and including the day of Discharge ("Discharge Date"). The Discharge Date is the day when the Resident has removed all his or her belongings from the Apartment.

In the event the Resident, Resident's Representative or Resident's Legal representative, as applicable, is no longer able to pay for services provided for in this Agreement or additional services or care needed by the Resident, the Operator may issue a notice of termination, as more fully described in Section XI.

The Operator shall request a guarantee of payment, which shall be *optional* unless in accordance with 10 NYCRR 1001.8 (f)(4)(xvii) and the Operator has reasonably determined, on a case-by-case basis, that the prospective Resident would lack either the current capacity to manage financial affairs and/or the financial means to assure payment due under the Residency Agreement.

D. Adjustments

1. You have the right to written notice of any proposed increase of the 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, except in the following circumstances:
   a. If You, or, Your Resident's Representative or Legal Representative agrees in writing to a specific Rate or Fee increase, through an amendment of this Agreement, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.
   b. If the Operator provides additional care, services or supplies upon the express written order of Resident's primary physician, the Operator may increase the Rate or an Additional or Supplementary fee upon less than forty-five (45) days written notice.
   c. If the Operator determines that the level of care it is providing the Resident is not appropriate for his or her needs, the Operator will consult with the Resident and/or the Resident's Representative or Legal Representative to implement a change in the level of care. Upon agreement, the Rate will be adjusted accordingly to reflect the cost of the additional services provided and effective immediately. Records will be maintained within the Resident's file to demonstrate the need for change and agreement of all parties.
   d. In the event of any emergency which affects the Resident, the Operator may assess additional charges for Resident's benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

If a dispute arises between the Operator and the Resident or Responsible Party, if any, about alleged non-payments of any sum alleged to be due under the terms of this Agreement, the prevailing party may collect from the losing party all reasonable attorney's fees, interest and reasonable collection fees and court costs which a court of competent jurisdiction has expressly ordered the losing party to pay; provided, however, that nothing in this Agreement shall be deemed to limit the ability of any party to avail themselves of any legal actions to contest or appeal the proposed imposition of such fees, interest, and costs.

Initials _____

E. Reservation of Space During a Temporary Absence

The Operator agrees to reserve the apartment as specified in Section I above in the event of your absence. The charge for this reservation is the then current terms and conditions of this Residency Agreement. The length of time the Apartment will be reserved is indefinite as long as the Accommodations and Community Services Rate continues to be paid.
A provision to reserve an apartment does not supersede the requirements for termination as set forth in Section IX of this agreement. You may choose to terminate this agreement rather than reserve such space but You must provide the Operator with any required notice.

F. 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 following admission and during your residency, 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 Residency Agreement a listing of the items to be transferred. Such listing is attached as Addendum 4a and is made part of this Agreement. Such listing shall include any agreements made by third parties for your benefit.

G. Temporary Hold of Property or Items of Value in the Operator's Custody

If, upon admission, or at any other time, the Resident wishes to place any money, property or thing of value in trust or custody of the Operator, and the Operator agrees to accept the responsibility of such items, the Operator must enumerate the items so placed and attach to this agreement a listing of such items. Such listing is the form entitled "Inventory of Resident's Property Held by Facility for Safekeeping" (Addendum 4b).

H. Fiduciary Responsibility

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

I. 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 required by statutes, regulation or agreement.

V. Resident's Rights and Protections

Attached as Addendum 9 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 Community. The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

The Resident's rights under this Agreement are the rights and privileges expressly granted and do not include any proprietary interest in the Community or other properties of the Community.

Initials _____

VI. Complaint Resolution

The Operator's procedures for receiving and responding to Resident grievances and recommendations for change or improvements in the Community operations and programs are attached as Addendum 16 and made part of this Agreement. All issues brought to the attention of the Director of Case Management, Executive Director, or designee by the Resident will remain anonymous and confidential, when requested. In addition, such procedures will be posted in a readily visible common area of the Residence. The Operator agrees that the Residents of The Community 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 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 (Addendum 10).

VII. Access to Your Apartment

The Community's staff may enter the Resident's Apartment at reasonable times and for reasonable purposes, including inspection, maintenance and other services described in this Agreement.

1. Every effort will be made to notify a Resident that a Community employee will enter or has entered their Apartment for non-routine events. In addition, the Community is licensed as an Adult Care Facility and Assisted Living Residence by the New York State Department of Health and, as such, a duly authorized agent of the Department of Health may, after providing proper identification and stating the purpose of his or her visit, enter and inspect the entire Community, including Resident's Apartment, at any time without advance notice.
2. Resident may not change any lock or add any locking device to Resident's Apartment. Resident may not make any structural or physical changes to his/her Apartment.

VIII. Personal Allowance Accounts

Some recipients of Supplemental Security Income (SSI) may be entitled to a monthly personal allowance in accordance with Social Services Law. 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. SSI is a federal program for those who meet the definition of disabled and have limited income and resources. Information regarding SSI is available at https://otda.ny.gov/programs/disability-determinations/.

SNA provides cash assistance to eligible individuals who meet specific criteria. SNA information is available online at https://otda.ny.gov/programs/temporaryassistance/.

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

Initials _____

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 they will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

IX. 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 service 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 is prohibited from denying admission or retention on the basis of an individual's mobility impairment and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with the federal, state and local laws.
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 an evaluation and has determined that the Resident is appropriate for admission to this Community, and the Operator is able to meet care needs within the scope of services authorized under the law and within the scope of services determined necessary within the Resident's 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 Resident is living in a "Basic" Assisted Living Residence and care needs subsequently change in the future to the point that either Enhanced Assisted Living Care or 24-hour skilled nursing care is necessary, Resident 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 XI of this Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has an apartment available, and is able and willing to meet such needs, the Resident is eligible to enter the Enhanced Assisted Living unit by executing the Enhanced Assisted Living Residence Addendum appended to this agreement.
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 dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel;
   b. Have chronic unmanaged urinary or bowel incontinence; or
   c. Require EALR services offered by the community as described in the Enhanced Assisted Living Residence Addendum and attached to this agreement.
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 evaluated as requiring 24-hour skilled nursing care or medical care and who meet conditions stated in the Enhanced Assisted Living Addendum.

Initials _____

X. Resident Handbook with Rules of the Residence

Together with this Agreement, you will receive a Resident Handbook that constitutes the rules of the residence, which is made a part of this Agreement. By signing this agreement, Resident and Resident's Representatives agree to obey all reasonable Rules of the Residence. Attached as Addendum 20 is a receipt for you to sign upon receiving Your copy of the Resident Handbook.

XI. Termination and Discharge

The Operator shall assist any resident proposed to be transferred or discharged to the extent necessary to assure, whenever practical, the Resident's placement in a care setting which is adequate, appropriate and consistent with his/her wishes.

A. This Residency Agreement and residency in the Community may be terminated in the following ways:

1. By mutual agreement of the Resident and Operator; or
2. Upon thirty (30) days written notice from Resident to the Operator of Resident's intention to terminate this Residency Agreement and leave the Community; or
3. Upon thirty (30) days written notice from the Operator to Resident, the Resident's next of kin (if known), the person designated in this Residency Agreement as the Responsible Party, if any, and any person designated by the Resident specifying the grounds for termination and date of discharge and advising that Resident has the right to object to and contest involuntary termination. Involuntary termination of this Residency Agreement is permitted only for the following reasons, and if You object to the termination, termination is permissible only if the Operator initiates a special eviction proceeding and a court rules in favor of the Operator.

B. The grounds upon which involuntary termination may occur are:

1. If the Resident requires continual medical or nursing care which the Community does not provide and/or is not permitted by law or regulation to provide (see optional addenda for EALR and SNALR); or
2. If the Resident's behavior poses imminent risk of death or imminent risk of serious physical harm to himself/herself or anyone else; or
3. If the Resident fails to make timely payments for all authorized charges, expenses, and other assessments, if any, for services including use and occupancy of the Community, materials, equipment and food which the Resident or Resident's Representative has agreed to pay for or which are necessary pursuant to this Residency Agreement. If failure to make timely payment resulted from an interruption in the receipt by the Resident of any public benefits to which he/she is entitled, no involuntary termination can take place unless the Operator, during the thirty (30) day notice period, assists the Resident in obtaining such benefits, or any other available supplemental public benefits. The Resident must cooperate with such efforts by the Operator; or
4. If the Resident repeatedly behaves in a manner that directly impairs the well-being, care or safety of the Resident or any other resident, or which substantially interferes with the orderly operation of the Community; or
5. If the Community has had its operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operating certificate of the Community to the New York State Department of Health; or
6. If 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 Community to other facilities or is making other provisions for the residents' continued safety and care, the receiver may terminate admission agreements and arrange for the transfer of all residents to appropriate settings without regard to notice and court review requirements.

Initials _____

If the Operator decides to terminate this Residency Agreement for any of the reasons given above, the Operator will have hand-delivered to the Resident, a notice of termination. Such notice will include the date of termination and discharge, which must be at least thirty (30) days after delivery of the notice, the reason for termination, a statement of Resident's right to object, and a list of free legal and advocacy resources approved by the New York State Department of Health. Copies will be sent to Resident's next-of-kin and Responsible Party, and (for informational purposes only) to the New York State Department of Health within five (5) days of the notice to the Resident. In cases where such a notice is delivered to the Responsible Party of a Resident of the SNALR, the termination shall not take effect until thirty (30) days after delivery of the notice to the Responsible Party.

Resident may object to the Operator about the termination and may be represented by an attorney or advocate. If Resident challenges the termination, the Operator will institute a special proceeding in court. The Resident will not be discharged against his or her 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 of Health regulations and the Residency Agreement, or engage in any action to intimidate or harass the Resident.

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

The Operator must assist the Resident if the Operator proposes to transfer or discharge him/her to the extent necessary, to assure, whenever practicable, Resident placement in a care setting which is adequate, appropriate, and consistent with Resident's wishes.

Subject to the provisions below, the Resident and/or Responsible Party, if any, shall pay on behalf of, indemnify and save harmless the Community, its owners, the Operator, any manager and all representatives thereof, from all reasonable liabilities, obligations, losses, property damage, cost of repairs, services, and expenses, including court costs and attorneys' fees as ordered by a court of competent jurisdiction, and/or collection costs which may be reasonably imposed upon or incurred by the Community or the Operator by reason of Resident's negligence or improper use or care of the Community's or others' property and/or failure of Resident and/or Responsible Party, if any, to comply with any of the terms and conditions of Residency Agreement as found by a court of competent jurisdiction.

Notwithstanding the foregoing, the Resident and the Responsible Party, if any, agree to the indemnification described above, with the understanding that the Resident and the Responsible Party, if any, retain any and all rights under law and equity, to contest the imposition of any such costs and fees, and to assert any claims that Resident may have against the Operator for damages, losses, liabilities, obligations, property damages, or other expenses of any time (including court costs and attorney's fees) as ordered by a court of competent jurisdiction resulting from, arising out of, or related to, the acts or omissions of the Operator or its employees, agents or contractors.

XII. Transfer

If the basis for transfer set forth above in Section XI B (1) and (2) no longer exists, and the Resident is deemed appropriate for placement in the Community and the Residency Agreement is still in effect, the Resident must be re-admitted by the Operator.
Notwithstanding the above, the Operator may seek appropriate evaluation and assistance and may arrange for the transfer of Resident to an appropriate and safe location, prior to termination of this Residency Agreement and without thirty (30) days' notice or court review, for the following reasons:

Initials _____

1. If the Resident develops a communicable disease, medical or mental condition, or sustains an injury such that continual skilled medical and nursing services are required. When the basis for the transfer no longer exists, and Resident is deemed appropriate for placement in the Community, he/she shall be readmitted;
2. In the event that the Resident's behavior poses an imminent risk of death or serious physical injury to himself/herself or others. When the basis for the transfer no longer exists, and the Resident is deemed appropriate for placement in the Community, he/she shall be readmitted; and
3. When a receiver has been appointed under the provisions of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Community to other facilities or is making other provisions for the residents' continued safety and care.

If Resident is transferred, or ordered to terminate his/her Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XI of this Agreement, except that written notice of termination must be hand delivered to Resident at the location to which he/she has been transferred. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal services upon a natural person.

If the basis for the transfer permitted under Parts 1 and 2 above of this Section no longer exists, the Resident is deemed appropriate for placement in the Community and if the Residency Agreement is still in effect, Resident must be readmitted. After transfer, if return to the Community is not anticipated, the Operator shall seek mutual termination of this residency agreement or initiate involuntary termination procedures as set forth above.

XIII. Refund

Upon termination of this agreement or at the time of Your Discharge, but in no case more than three (3) business days after your discharge, the Operator must provide you, Your Representative and/or Legal Representative, and any other person designated by You with a final written statement of Resident's payment account and personal allowance account at The Community, a check for the outstanding balance of any advance payments on the basis of a per diem proration, if any, and any property or things of value held in trust or custody by the operator under Section IV.G. of this agreement. The Operator must also return to you any money which comes into the possession of the Operator after your discharge by forwarding such funds to you. The Operator shall contact you to retrieve any property or items of value that come into the possession of the Operator after your discharge or transfer and allow You at least three (3) days to pick up such items.

If you die, the Operator must turn over Your property to the legally authorized representative of Your estate. If the Resident dies without a will and the whereabouts of his/her next of kin are unknown, the Operator shall then

contact the Surrogate's Court of the County in which The Community is located in order to determine what should be done with the Resident's property.

The Resident's belongings and personal property MUST be removed from Community in their entirety upon discharge by the Resident and/or Responsible Party, if any, and the Resident's discharge from the Community may only take place between the hours of 9 a.m. and 4 p.m.

Initials _____

XIV. 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 applicable federal and state statutes and regulations that govern the license of the Operator shall be null and void, and the terms of applicable statutes and/or regulation will control.
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 (3) years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.
4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.
5. At no time will the Community, the Operator, or their employees, be liable for loss, expense, or damage to any person or property, unless due to its/their negligence or deliberate acts. This applies to belongings placed in the leased premises or other areas on the property as well.
6. In the event that any portions of this Residency Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, then the validity and enforceability of the remaining portions shall not be affected.
7. Subject to applicable laws and regulations, delay or failure on the part of the Community, Operator, Resident, or Responsible Party, if applicable, to bring any action or enforce any rights as against either party shall not be a waiver of the rights of any party.
8. This Residency Agreement is binding on the Operator and Resident and Responsible Party, if any, and their heirs, distributees, executors, administrators, successors and lawful assigns, to the extent permitted by law.

Initials _____

XV. Agreement Authorization

We, the undersigned, have read and understand this Residency Agreement, including all addenda, have received a duplicate copy thereof, and agree to abide by the terms and conditions contained herein.

_____	_____
Date	Signature of Resident
_____	_____
Date	Signature of Resident's Representative
_____	_____
Date	Signature of Resident's Legal Representative, if applicable
_____	_____
Date	Signature of Operator or Operator's Representative

Initials _____

GUARANTEE OF PAYMENT (OPTIONAL)

Personal Guarantee of Payment Per regulation at Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xvii), the Operator cannot mandate that a resident or other person agree to a guarantor of payment as a condition of admission unless the Operator has reasonably determined on a case-by-case basis, that the prospective resident would lack either the current capacity to manage financial affairs and/or the financial means to assure payments due under this Residency Agreement.

_____, 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:

Insert the services, materials, or equipment not covered in the Basic Rate for which the Guarantor is responsible.

_____("Guarantor"), whose address is _____, requests of The Community, to give_____("Resident") such apartment, board and services which the Community will provide to the Resident in accordance with the terms of the attached Residency Agreement and the Laws of New York State and the Regulations promulgated thereunder. In consideration of said apartment, board and services provided to the Resident in accordance with the attached Residency Agreement and applicable regulations, to the extent permitted by law, Guarantor unconditionally guarantees prompt payment when due of any existing or future indebtedness or liability of the Resident to the Community, including the cost of collection, attorneys' fees, and court costs, etc., only as determined in the appropriate court of jurisdiction. To the extent permitted by law, this Guarantee is binding upon Guarantor's heirs, personal representatives, and assigns and insures to the benefit of the Community's successors and assigns. Guarantor understands and agrees that he/she has signed this Guarantee voluntarily.

Signature of Guarantor:_____

Name of Guarantor:_____

Address of Guarantor:_____

Telephone Number of Guarantor:_____

Date:_____

Initials _____

GUARANTEE OF PAYMENT of Public Funds (OPTIONAL)

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.

Signature of Guarantor:_____

Name of Guarantor:_____

Address of Guarantor:_____

Telephone Number of Guarantor:_____

Date:_____

Initials _____

NEW YORK STATE DEPARTMENT OF HEALTH
Adult Care Facility/Assisted Living

Adult Care Facility Statement Offering Personal Allowance Account

FACILITY NAME: The Bristal at Armonk **OPERATING CERTIFICATE NUMBER:** 800-S-151

For Supplemental Security Income (SSI) and Safety Net Assistance (SNA) Recipients

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

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

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

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

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

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

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

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

Check one of the following boxes:

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

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

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

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

Signature of Resident _____ Date _____

Signature of Resident Representative _____ Date _____

Signature of Operator or Designee _____ Date _____

DOH-5195 (DSS-2853) (Revised 7/85, 6/14, 10/15, 12/15)

Initials _____

SCHEDULE OF FEES

RESIDENT NAME: _____

APARTMENT#: _____private ( ) shared ( )

HOUSING ACCOMMODATIONS & COMMUNITY SERVICES RATE

ASSISTED LIVING RATE (Varies based on Apartment selected.) $ _____ PER DAY

SPECIAL NEEDS ASSISTED LIVING (SNALR) RATE (Varies based on Apartment selected.) $ _____ PER DAY

Community Fee $_____ (equal to 30 times the per day rate above)

SCHEDULE OF RATES FOR LEVELS OF CARE

The rates listed below coordinate with the Levels of Care listed in Addendum 3. The Resident's Level of Care is determined by the Resident's needs as specified on the ISP at move-in and periodically throughout the Resident's stay. If the Resident requires assistance with personal care for more than 3.75 hours per week, then the Resident will be placed in one of the following Levels of Care, and will be required to pay the additional rate as follows:

THE BRISTAL AT ARMONK	ADDITIONAL PER DAY (if paid by credit/debit card)
ASSISTED LIVING CARE LEVEL I	$45.00 ($46.35)
ASSISTED LIVING CARE LEVEL II	$55.00 ($56.65)
ASSISTED LIVING CARE LEVEL III	$70.00 ($72.09)
ASSISTED LIVING CARE LEVEL IV	$85.00 ($87.54)
ASSISTED LIVING CARE LEVEL V	$110.00 ($113.29)
ASSISTED LIVING CARE LEVEL VI	$140.00 ($144.19)
ASSISTED LIVING CARE LEVEL VII	$180.00 ($185.38)
SNALR/EALR LEVEL I	$65.00 ($66.94)
SNALR/EALR LEVEL II	$85.00 ($87.54)

Unless otherwise noted, the services provided at each of the above referenced care levels are set forth in Addendum 3 and provided by the Community staff and are specifically tailored to each Resident's need. If a resident reaches the point where he or she needs 24-hour skilled nursing or medical care provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, under certain circumstance, he or she may contract for additional services with a LHCSA or CHHA of his or her choice, as long as the resident meets the admission and retention standards outlined in Section V of the Enhanced Assisted Living Residency (EALR) Addendum made a part of this Agreement. The operator will coordinate the care provided by the operator and the additional nursing, medical and/or hospice services the resident receives under such a contract.

Second Occupant Fee $93.33 ($96.12) per day

Income Based Licensure Fee $25.00 ($25.74) per year

Pet Fee $45.00 ($46.35) sq yd./one time

Security Deposit $1500/one time

Initials _____

Addendum 2: Schedule of Fees

Additional Housekeeping Services – The Operator provides routine housekeeping in accordance with applicable regulations. Additional housekeeping services are available by request.

Additional cleaning requests beyond routine housekeeping	$30.00 ($30.90) per hour

Additional Service Fees

Resident Requested One on One Aide	$50.00 ($51.50) per hour
Private Aide or Companion Meals	$30.00 ($30.90) per day
Foresite	$350.00 ($360.47) per month
Tray Service	$10.00 ($10.30) per meal

Guest Meals:

Breakfast	$14.00 ($14.42)
Lunch	$18.50 ($19.05)
Dinner	$21.00 ($21.63)
Private Parties	Prices vary depending on menu
Waiter for Private Party (5 or more persons)	$35.00 ($36.05) per hour
Special Maintenance Assistance: (Maintenance, assembly, installation of your personal items)	$50.00 ($51.50) per hour (1 hr. minimum)
Extraordinary Recreational Activities:	As posted
Hair Salon (private contractor):	As per price list
Incontinence Product Packages (private vendor):	As per price list
Late Payment Fee:	1.5% of outstanding balance after 5th of the month

Telephone Rates*

Monthly Local/Long Distance Telephone Service	$50.00 ($51.50) per month
Voice Mail	$20.00 ($21.62) per month
800/888 Calls	No Charge
Initial Porting Fee (to transfer #)	$25.00 ($25.75) per phone line
Monthly Porting Fee (for transferred #)	$25.00 ($25.75) per month

* Rates quoted are for the Community's carrier. Resident may contract with a provider of his or her choice for telephone services.

Television Service Rate*

Basic Service	$85.00 ($87.54) per month

*Basic cable may be upgraded by contacting Cablevision and making payment directly to Cablevision for your upgrade in service.

Initials _____

Addendum 2: Schedule of Fees

Replacements

Lost or Damaged Emergency Response Pendant	$250.00 (257.48) Each
Lost or Damaged Reflections Elopement Management Transmitter Device	$185.00 ($190.53) Each
Apartment Key	$ 15.00 ($15.45) Each
Mailbox Key	$ 10.00 ($10.30) Each
Lost or Damaged Laundry Bag	$ 20.00 ($20.60) Each
Lost or Damaged Cable Box	$250.00 ($257.48) Each
Lost or Damaged Telephone	$ 50.00 ($51.50) Each
Photocopies	$ .15 (.16) each page

Online Payment Option

ACH (direct bank account withdrawal)	$ 2.00 per transaction

I hereby agree to the above Schedule of Fees effective October 15, 2025.

Facility Representative Name	Resident Representative Name
Signature	Signature
Date	Date

Initials _____

CARE LEVEL DESCRIPTIONS

A Resident's Level of Care is determined by the Resident's needs as specified on their then current ISP. If the Resident requires assistance with personal care for more than 3.75 hours per week, then the Resident will be placed in one of the following Levels of Care, and will be required to pay the additional rate as set forth in the schedule of fees. Any Services delivered by Private Pay Home Care Services Personnel shall not be included in determining the applicable tier of the resident's basic rate. Upon Termination of Private Pay Home Care Services, the resident's care level will be reevaluated.

NOTE: All residents receive a minimum of 3.75 hours of assistance with personal care, including assistance with Activities of Daily Living (ADLs), and medication management. The Assisted Living Care Levels below include assistance needed above 3.75 hours per week.

Assisted Living Care Level I
Minimal Assistance up to 2.24 hours per week as specified on the Resident's individualized service plan.

Assisted Living Care Level II
Minimal Assistance ranging from 2.25 hours but less than 5.24 hours per week as specified on the Resident's individualized service plan.

Assisted Living Care Level III
Moderate Assistance ranging from 5.25 hours but less than 8.24 hours per week as specified on the Resident's individualized service plan.

Assisted Living Care Level IV
Complete Assistance ranging from 8.25 hours per week but less than 11.24 hours per week as specified on the Resident's individualized service plan.

Assisted Living Care Level V
Complete Assistance ranging from 11.25 hours per week but less than 14.24 hours per week as specified on the Resident's individual service plan.

Assisted Living Care Level VI
Complete Assistance ranging from 14.25 but less than 17.24 hours per week as specified on Resident's individualized service plan.

Assisted Living Care Level VII
Complete Assistance ranging from 17.25 but less than 22.24 hours per week as specified on Resident's individualized service plan.

Special Needs Assisted Living Care Level I
Includes chronic incontinence management, wheelchair/ambulation assistance, more than monthly weights and/or daily blood pressure/pulse as specified on Resident's individualized service plan.

Special Needs Assisted Living Care Level II
Includes lymphedema bandage wraps, mechanical lift, TLSO brace, colostomy, urinary catheter, ileostomy, diabetic management, feeding, assistance with oxygen and/or sleep apnea equipment as specified on Resident's individualized service plan.

 Initials _____

Addendum 3: Care Level Descriptions

*Residents' care needs are evaluated prior to move-in and on the same schedule as ISP updates to determine appropriate level of care. The Resident Care Evaluation/Functional Assessment is completed prior to move-in by the Director of Case Management and/or Director of Wellness to determine appropriate level of care.

All of the above is subject to change with forty-five (45) days' notice

Initials _____

Addendum 4a: Transfer of Funds or Property to Operator

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

Initials _____

Addendum 4b: Inventory of Resident Property Held by Facility for Safekeeping

NEW YORK STATE DEPARTMENT OF HEALTH
Adult Care Facility/Assisted Living

Adult Care Facility Inventory of Resident Property

FACILITY NAME: The Bristal at Armonk **OPERATING CERTIFICATE NUMBER:** 800-S-151

ITEM	QUANTITY	ESTIMATED $ VALUE (if known)	RESIDENT NAME / DESCRIPTION	INVENTORY DATE	DATE RETURNED TO RESIDENT	RESIDENT INITIALS
RESIDENT SIGNATURE X		DATE	AUTHORIZED FACILITY REPRESENTATIVE SIGNATURE X	DATE		

DOH-5194 (DSS-3027) (Revised 7/78, 6/14, 10/15, 12/15)

Initials _____

A4b

OPTIONAL

MEDICATION ORDERING

Date: _____

This is to confirm that I will take full responsibility for ordering any or all medication(s) for _____(Resident). The Wellness Department will contact me in advance of need so that medications can be ordered in a timely manner.

Notwithstanding the terms of this agreement, as required by law, the Operator retains responsibility for the supervision and care of the Resident. As a result, I understand that in the event that medication is not received by The Community at least three days prior to when it is needed, the Wellness Department will order the medications from Precision LTC Pharmacy, who will bill me directly for the cost of the medication(s). Thereafter, the Resident may elect to resume regular ordering from the pharmacy of their choice.

I have read the above statement and agree to its conditions. I am aware that I will be responsible for payment directly to the pharmacy.

_____

Signature of Resident/Resident's Representative

_____ _____

Resident Representative Address (If Applicable) Phone Number with Area Code

Initials _____

PHOTO WAIVER

I, _____, do _____ do not _____ give The Community permission to use photographs or videos taken of me while I am a Resident.
I understand that these may be used for public relations, presentation and promotional purposes and to help others in the community better understand the concept and purpose of assisted living. I understand that I will receive no compensation if any of the photographs or videos are used by The Community.

I do _____ do not _____ give The Community permission to release my photo to the local authorities and news media in the event that I cannot be located by staff members at the Community.

_____	_____
The Bristal Representative Signature	Resident or Responsible Party Signature
_____	_____
Title	Print Name
_____	_____
Date	Date

Initials _____

NO SMOKING/VAPING POLICY AGREEMENT

The Community is designated as a smoke-free Community in order to promote health and safety for all Residents. No smoking or vaping will be allowed in the building. This policy must be adhered to by all residents and their guests.

_____	_____
The Bristal Representative Signature	Resident or Responsible Party Signature
_____	_____
Title	Print Name
_____	_____
Date	Date

Initials _____

PET LEASE ADDENDUM

This is an addendum to the Residency Agreement between The Community and _____ (Resident Name) who will reside in Apartment #_____.

This addendum will confirm that the Resident has the approval of The Community to have one pet in the Apartment. Resident agrees by signing this agreement to abide by pet lease addendum, as attached, which describes The Community rules regarding pets.

By signing this Addendum to the Residency Agreement, the Resident further agrees to pay a one-time, non-refundable pet fee as set forth in Addendum 2 to the Residency Agreement upon signing this Pet Lease Addendum.

The Bristal Representative Signature	Resident or Responsible Party Signature
Title	Print Name
Date	Date
Witness	Date

Initials _____

PET LEASE ADDENDUM

1. Resident agrees that only the pet described and named below which has been subjected to visual inspection and approved by management will occupy the premises, no additional or different pet is authorized under this agreement.

2. Resident agrees that pet will be kept inside Apartment at all times. Pets are not allowed in common areas, food service areas or hallways other than to walk pet in or out of building.

3. Pet owners are responsible for cleaning up the grounds after walking their pets. Pets are to be walked away from building on the outside perimeter of parking lot grass.

4. Resident agrees that if pet becomes annoying, bothersome or in any way a nuisance to other residents or the facility operation, Resident will immediately upon notice remove the pet from the premises.

5. Resident agrees to a one-time non-refundable pet fee upon signing the approved pet lease addendum. The reason for this fee is due to the fact that when a resident with a pet vacates an Apartment, we have to replace the carpet whether or not the "pet" soils the carpet. The reason we replace the carpet is in case future residents of that Apartment have pet allergies, known or unknown. The Pet Fee is set at the typical cost to replace carpet.

6. Should Resident or stipulated caregiver for any reason be unable to care for the pet, at management's sole discretion, the Resident must either arrange for the Caregiver named below or another suitable third party to house the pet or, in the event that no such party is available, the pet will be housed in a kennel where proper care will be given and the charge will be billed to the Resident's account.

7. Should any additional pest control be necessary in the Resident's Apartment, this charge will be billed to Resident's account. The Resident has the right to contest any charge.

8. Weight of pet is not to exceed fifteen (15) pounds and pets should be well groomed, clipped nails and hair (dog) and free of pests. Permitted pets are dogs, cats, birds and fish.

9. Resident must present proof of vaccinations and a certificate of good health from a Veterinarian prior to admission to The Community and at a minimum annually. The Community may request an updated health assessment of the pet at any time. The Resident must agree to provide a flea protection program for their pet, as administered by the pet's Veterinarian, and consult their Veterinarian for disposal of any deceased pet, other than small fish.

10. Guide dogs or other service animals governed by the Americans with Disabilities Act (ADA) shall not be subject to the weight limit set forth in paragraph 8 above, or any other provision that is in violation of the ADA.

Initials _____

11. Type of Pet: _____

Breed: _____

Name: _____ Age: _____ Color: _____ Weight _____

NOTE: A separate agreement must be entered into for each pet, but your one-time non-refundable deposit may be applied to a new pet should you no longer have the pet for which it was originally collected.

Caregiver (Must have in event of Resident's inability to care for pet.)

Name: _____

Address: _____

Phone #: _____

Veterinarian (Must have.)

Name: _____

Address: _____

Phone #: _____

Initials _____

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 other 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;

Initials _____

(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;

(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, however providing additional services to a resident shall not be considered a fee increase pursuant to this paragraph; and

(Q) Every Resident of an assisted living residence that is also certified to provide enhanced assisted living and/or special needs assisted living shall have 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.

Initials _____

Addendum 10: Ombudsman Fact Sheet

Under the federal Older Americans Act, every state is required to have an Ombudsman Program that addresses complaints and advocates for improvements in the long-term care system. Each state has an Office of the State Long-Term Care Ombudsman, headed by a full-time State Long- Term Care Ombudsman, who directs the program statewide. Professionally trained and certified staff and volunteers for this program are designated by the NYS Long Term Care Ombudsman across the state as representatives to directly serve residents and their representatives in long-term care facilities.

The NYS Ombudsman Program is an effective resource for older adults and persons with disabilities who live in long-term care facilities, inclusive of nursing home, assisted living and other licensed adult care facilities. It is an advocacy program that promotes and protects the health, safety, welfare and rights of long-term care residents. Ombudsmen, through education, empowerment, and advocacy, help residents understand and exercise their rights to good care in an environment that promotes and protects their dignity and quality of life.

The core mission of the Ombudsman Program is to receive, investigate and assist in resolution of complaints made by or on behalf of residents in long term care facilities. Additionally, Ombudsmen can support and promote the development of resident and family councils within facilities as well as inform governmental agencies, providers and the public about issues and concerns impacting residents of long-term care facilities. Ombudsman services are free of charge and can be accessed whenever a resident and/or their representative needs assistance with concerns within a long-term care facility. All matters shared with Ombudsman Program staff or volunteers are kept confidential unless permission is granted to share concerns with others.

Ombudsmen respond to a variety of issues about long- term care including:

- Resident rights
- Environmental concerns
- Discharge, transfer, eviction concerns
- Personal and quality of care concerns
- Quality of life issues

For information or assistance, please contact:

Office of the New York State Long Term Care Ombudsman Program
2 Empire State Plaza
Albany, NY 12223
1-855-582-6769
www.ltcombudsman.ny.gov

Initials _____

Addendum 11: List of Legal Services and Advocacy Agencies

CIVIL RIGHTS COMPLIANCE

If you feel that any of your rights are being violated, you may contact any of the following offices:

ADULT| CARE FACILITY CENTRALIZED COMPLAINT INTAKE PROGRAM **1-866-893-6772**	**LEGAL & ADVOCACY SERVICES** **Westchester County Department of Social Services** 112 East Post Road, 5th Floor White Plains, New York 10601 Phone: (914) 995-5000 https://socialservices.westchestergov.com/
	Legal Services of the Hudson Valley https://www.lshv.org/ Main Office 90 Maple Avenue White Plains, NY 10601 Phone: (914) 949-1305 Yonkers 30 South Broadway, 6th Floor Yonkers, New York 10701 Phone: (914) 376-3757 Mount Vernon 100 E. First Street, Suite 810 Mount Vernon, New York 10550 Phone: (914) 813-6880 Peekskill 1 Park Place, Suite 202 Peekskill, New York 10566 Phone: (914) 402-2192
	Mount Vernon Office for the Aging City Hall 1 Roosevelt Square Mount Vernon, NY 10550 Phone: (914) 665-2315 https://cmvny.com/departments/office-of-the-aging/ *Serves persons 60+ in the city of Mount Vernon*
	Westchester Hispanic Coalition 46 Waller Avenue White Plains, NY 10605 Phone: (914) 948-8466 https://hispanicfederation.org/agencies/westchester_hispanic_coalition *Serves Latino Community*

Initials _____

PRIVATE PAY HOME CARE SERVICES AND COMPANIONS PERSONALLY HIRED BY RESIDENT AND/OR RESIDENT'S REPRESENTATIVE

POLICY

It is the policy that all Private Pay Home Care Services Personnel and Companions follow all of the Community's Policies and Procedures.

"Private Pay Home Care Services" refers to licensed home care services agencies (LHCSA) or certified home health agencies (CHHA) selected by a resident to provide personal or home health services that will be privately paid for by the resident. Staff that provide Private Pay Home Care Services will be referred to in this policy as "PPHC Staff"

"Companions" refers to unlicensed persons selected by the resident to provide social and non-personal care supports to residents that will be privately paid for by the resident.

Where this policy wishes to refer to both PPHC Staff and Companions, the term "Contract Staff" will be used to refer to both.

The Community will not bear any responsibility for care given or injuries resulting from care or actions of any Contracted Staff. The Resident or Responsible Party will be responsible for payment of all charges from Contract Staff.

PPHC staff must practice within the scope of responsibility as defined by the New York State Department of Health. Companions are not permitted to assist residents with activities of daily living however they may and are expected to provide non-medical support such as escorting and reading.

The Community retains sole responsibility for all supervisory and case management services.

PROCEDURE

All Contract Staff and their Agency, where applicable, will review the following procedure and sign where indicated. A copy will be maintained in the Community's files and the Resident's files.

1. All PPHC Staff must be listed on the NYS Home Care Worker Registry and employed by a licensed home health agency that is authorized to provide services in the county in which the resident resides. Prior notification to Executive Director by Resident / Designated Representative of Contract Staff's schedule is expected. The Community will confirm this information prior to the PPHC Staff delivering services in the building.

2. Prior to the initiation of services, all Contract Staff must attend and participate in an orientation regarding his/her role within the facility, so that they may perform their contracted duties in a safe and competent manner and in accordance with the facility's policies and procedures. Contract staff may not provide assistance with or administration of medications. Records will be maintained for periods of not less than eighteen months, must contain the signature of the Contracted Staff, and will be made available to the Department upon request.

Initials _____

3. All Contract Staff must sign-in and sign-out on the Resident Guest Register and Wellness Office Log every time they enter or exit the Community, even when they accompany a resident. The sign in log will be retained for periods of not less than eighteen (18) months and will be made available to the Department upon request.
    a. The Community employees, who are acting as Contract Staff, must also sign in at the Front Desk, Resident Guest Register and the Wellness Office Log when they begin their assignment and sign out when they complete it. All entries in the sign in book must be done at the time the service actually occurs (when they begin and leave their assigned resident). No PPHC staff member, Companion, supervisor or other person may sign in and out for a period of time in advance of the actual service, nor may they sign in for someone else.

4. All Contract Staff are required to provide requested information as follows:
    a. All Companions are required to provide – prior to actual physical contact with the Resident:
        i. A recent physical examination (within the year), including documentation of tuberculosis screening the results of which are negative, documentation of Measles, Mumps, Rubella (MMR) and COVID-19 status;
        ii. Contact information to include: home address, home and cell phone numbers, photo identification;
        iii. A background check no less than one (1) month old;
            1. Should the individual not have a background check, the Resident/Resident's Representative will be notified to seek authorization for The Bristal Community to a obtain a background check, at the Resident/Resident's Representative's expense. The Companion will complete the background check release form.
    b. All PPHC Staff will provide all relevant admission materials to both the resident and The Community to be maintained in the resident's record and provide the following information to Administration:
        i. Full name
        ii. Photo identification
        iii. Agency Contact information (including office and after-hours phone numbers of their Agency).
        iv. Contact information of LHCSA/CHHA supervisor who will oversee care.

5. Resident / Designated Representative is expected to notify the Wellness of need for replacement staff for PPHC Staff. If PPHC Staff is unable to provide services, The Community will provide the necessary services. If the resident or resident representative terminates his or her arrangement with the PPHC Staff, The Community will reevaluate the resident's care level. The care level will be reevaluated again if and when the resident reengages PPHC Staff.

6. All Contract Staff will be provided the following information during initial orientation: a copy of the Community's Fire, Disaster and Evacuation procedure as well as a copy of the Resident's Bill of Rights.

7. PPHC staff is responsible to report at least weekly to the Wellness Director/Designee regarding services delivered to the resident. The Wellness Director/ Designee will update the PPHC staff on any changes to the resident's care plan as determined by The Bristal at Armonk assessment of the resident. PPHC staff is responsible to report resident's change of condition immediately to the Wellness Director / Designee and to Home Health Agency (if appropriate) and may not wait for weekly meetings to report a change.

Initials _____

8. The Community personnel (PCA/RCA/RN) will observe, on an ongoing basis, the resident and note any unmet needs or indices of improperly delivered services and focus on any change in condition. The Community may not use PPHC staff or Companions to perform this function.

9. All reports and communications of Contract Staff will be maintained in the resident record, including anticipated hours and specific services provided and a copy of this signed addendum

10. The Community's disaster and emergency plan does not include Contract Staff in determining how to provide assistance to the resident in exiting the building during an emergency.

11. The Community staffing will not be adjusted for or based upon the use of Contracted Staff.

12. Residents must meet all applicable retention standards to be retained at The Community. The use of Contract Staff will not make a resident that fails to meet the retention standards appropriate for retention. Contracted Staff may continue to be utilized for residents who have exceeded the retention standards while persistent efforts are made by The Community to place the resident in a clinically appropriate setting.

13. Dress Code for all Contract Staff: Clean, freshly pressed conservative dress or slacks and blouse are required. Neither Companions nor PPHC Staff are to wear clothing that would make it difficult to recognize that they are not employees of The Community. Casual dress such as T-shirt, shorts, tank tops, blue jeans, and flip-flop sandals are not permissible.
    a. Companions and PPHC Staff will wear identification that states whether the individual is a Companion or Private Aide (agency identification cards will satisfy this requirement for PPHC Staff);
    b. Front Desk Reception will provide Companions with identification if none is available.

14. Telephone Use: The Contract Staff should understand that the Resident's telephone is a private line and the only line into the Resident's apartment. The Contract Staff should never use this telephone without the Resident's permission and then only for important messages with conversations limited to no more than three-minute durations. The use of cell phones in public areas is strictly prohibited.

15. Parking: The Contract Staff must leave the more convenient parking spaces for The Bristal at Community residents and non-employed visitors. The speed limit on The Bristal premises is 10 miles per hour. The Community assumes no liability for any theft or damage relating to the automobile of the Contract Staff.

16. Personal Visitors: Visitation by any person who is not directly involved in the care of the Resident is strictly prohibited. Any person giving the Contract Staff a ride to or from The Community SHOULD NOT ENTER THE BUILDING AT ANY TIME FOR ANY REASON.

17. Any person giving a Contract Staff a ride to The Community must arrive no sooner than 10 minutes before the scheduled starting time and depart immediately after the Contract Staff enters the building. Any person giving a Contract Staff a ride from The Community should arrive no sooner than 10 minutes before the scheduled quitting time. If there is a delay in the quitting schedule, the person should wait off the premises.

18. Smoking and Alcohol/Drug Use: Smoking and/or alcohol/drug use while on The Community premises is strictly prohibited.

Initials _____

19. Beverage, Snack and meals: Coffee, ice water and ice tea is available most of the time at the coffee counter in the dining room at no charge. The Contract Staff should bring any other non-alcoholic drink desired. Contract Staff is not permitted to have meals from the Community's kitchen without permission from the Resident / Designated Representative. The permission must be in writing as notification to the administrative office. A charge will be incurred for all meals.

20. Resident Meal Trays: Contract Staff are expected to escort Residents to and from the Dining Room for all meals. Residents who are ill will be provided a sick tray which is to be picked up from the Kitchen (outside the main kitchen) and returned to the Kitchen (outside the main kitchen) by the Contract Staff. In addition, Companions may not feed a resident either in the resident's apartment or in the dining room nor will Companions modify the consistency of a resident's meal.

21. Contract Staff may not use the Community's services or laundry equipment for their personal use.

22. The Contract Staff may use public restrooms and coffee counter, but may not use other rooms or facilities unless accompanied by a Resident or The Community employee. Contract Staff are permitted to be in the common area rooms if with the Resident for whom they are caring. Contract Staff should not loiter in the common area rooms or enter into other Residents' apartments.

23. At all times, the Contract Staff should demonstrate respect and courtesy for all Community Residents. The Contract Staff should KNOCK before entering the Resident's apartment and close the door before assisting the Resident. The Resident or Resident's Representative will give permission for the Contract Staff to have a copy of the Apartment key.

24. It is the Policy of The Community to protect its Residents and their "health information" from invasion of privacy that might occur from the use of Resident photography, videotaping, digital imaging, and other visual/audio recordings during Resident care or other Assisted Living Residence activities. "Health information" means any information, whether oral or recorded in any form or medium. (HIPAA Section 160.103) Contract Staff is not permitted to seek or obtain written authorization from any Resident for the purpose of photographing, videotaping, digital and other visual or audio recordings.

25. Soliciting, tipping or accepting gratuities, gambling, betting, firearms, weapons of any type, fighting or loud inappropriate behavior is strictly prohibited. Anyone engaging in any of the above will be asked to leave the premises.

26. Management reserves the right to remove from and/or restrict access of Contract Staff if The Community's Policies and Procedures are not adhered to.

    By signing this addendum, as Contract Staff, Resident or Resident Representative, I acknowledge that I have received The Community's policy regarding private pay home care services and companions and that I have reviewed and understand that policy.

Contract Staff Signature:_____ Date: _____

Contract Staff is (check one) ____ Companion ____ PHHC Staff

Resident/Resident's Representative Signature:_____ Date: _____

Initials _____

ENHANCED ASSISTED LIVING RESIDENCY (EALR) ADDENDUM

Resident Name: _____ **Apartment #**: _____

This is an addendum to a Residency Agreement made between Armonk Senior Care, LLC (the "Operator") d/b/a The Bristal at Armonk _____, (the "Resident" or "You"), _____ _____ (The "Resident's Representative"), and _____, (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

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

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at The Bristal at Armonk, located at 90 Business Park Drive, Armonk, New York 10504

II. 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, also prior to admission to a higher level of care, the Operator will document in the case management notes the basis for determining that need, including the appropriateness, or not, for obtaining a new medical evaluation.

III. Specialized Programs, Staff Qualifications and Environmental Modifications

Services to be provided in the EALR include assistance with medical equipment such as mechanical lift, thoracolumbosacral orthosis brace (TLSO), oxygen equipment, nebulizers and sleep apnea equipment, assistance with care of an indwelling/external urinary catheter, ileostomy, colostomy, blood pressure and/or pulse monitoring, taking of weights more often than monthly, lymphedema bandage wraps, medication administration, feeding residents who are self-directing. A Resident may be admitted into the EALR if the Resident has chronic urinary and/or bowel incontinence and is also a resident of the Special Needs Assisted Living Residence (SNALR). Staffing levels will be maintained in compliance with all applicable laws and regulations and will be adjusted to meet the acuity needs of Residents enrolled in the enhanced program. When at capacity, the staffing plan for the ALR/EALR includes 15 full-time equivalent direct care aides over the course of each day, staggered to provide the most coverage during the busiest portion of the day, as well as supervisory staff such as the Executive Director, Director of Case Management and other administrative staff. Of the 55 EALR beds, 40 are reserved to serve those persons in our secured Reflections unit (SNALR) where the minimum staffing ratio is 1:8 during the first two (2) shifts and 1:15 in the third (3rd)shift.

Initials _____

The remaining 15 slots are available to all non-SNALR residents and are sprinkled throughout the ALR building. There are no less than three (3) staff members to serve the non-SNALR residents, including these 15 EALR residents, at any given time. The staffing plan includes the presence of an LPN whenever needed by the Resident. An RN is also available for consultation. Resident Care Aides will be provided specialized training to respond to the enhanced needs of Residents. These trainings will be provided by a licensed nurse.

Enhanced Assisted Living Residents reside throughout the facility. The entire facility is equipped with a sprinkler system throughout, emergency call bells in all resident apartments and bathrooms, smoke corridors, and supervised smoke detection systems for resident safety.

Case Management services will assure the seamless integration and collaboration of care and services provided by The Community's Wellness Department (personal care and medication assistance) and/or Your Physician(s) and other Third-Party Providers. Case Management will also provide You and/or Your Legal Representative with appropriate referrals to health care providers in response to Your care and service needs.

The Bristal at Armonk is accountable for:

1. The appropriate and timely response to urgent or emergency needs or request for assistance with appropriate staff:

    a. You are assured of a timely response to request for scheduled or unscheduled assistance including, but not limited to a need for increased supervision, reminders, assistance with transfer, and with ADLs, by the following:
        i. Use of the Emergency Response System;
        ii. A request for assistance by telephoning the Wellness Office - this request can be made by you and/or by your privately-contracted aide or companion;
    b. Identification of abrupt or progressive changes in behavior and/or appearance, as well as the need for re-evaluation and change(s) in services as reflected on your Individual Service Plan; and
    c. Replacement staff is obtained when needed.

IV. 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.

V. 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.

This EALR Addendum, in accordance with the Assisted Living Residency Agreement is effective as of ___ _____, upon signing by both parties below.

VII. Addendum Agreement Authorization

We, the undersigned, have read this EALR Addendum 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's Representative)*

_____ (Resident) has been discharged from EALR services effective _____ (date).

Dated: _____ _____
(*Signature of Resident)*

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

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

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

Should EALR services be needed again, another EALR addendum must be completed and signed.

SPECIAL NEEDS ASSISTED LIVING RESIDENCY (SNALR) ADDENDUM

Resident Name: _____ **Apartment #**: _____

This is an addendum to a Residency Agreement made between Armonk Senior Care, LLC (the "Operator") d/b/a The Bristal at Armonk_____(the "Resident" or "You"), _____ (The "Resident's Representative"), and _____, (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

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

I. Special Needs Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at The Bristal at Armonk, located at 90 Business Park Drive, Armonk, New York 10504.

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.

III. Specialized Programs, Staff Qualifications and Environmental Modifications

Specialized services to be provided in the Special Needs Assisted Living Residence include special daily activities to challenge dementia residents. The program is supervised by a full-time Director of Reflections and trained Reflection Care Assistants dedicated solely to the service of residents.

The SNALR will be staffed to provide a staffing ratio of at least one staff person to every 6-8 residents during the day and one staff person to every 12-15 residents overnight. The staffing schedule will be adjusted as necessary based on resident need and capacity. This ratio will enable staff to assist with providing all necessary resident care.

Employees of the Reflections Program will have experience or training in the area of Alzheimer's disease/dementia and will receive comprehensive training on effectively and respectfully meeting the special needs of persons with dementia. The training includes methods on successfully cueing residents to independently perform personal care tasks, coordinating care with the resident's family and wandering prevention.

The Special Needs Assisted Living Residence is organized as a secured unit that is equipped with delayed egress doors to prevent wandering. Window openings are limited to prevent accidents and elopement. The entire facility is equipped with a sprinkler system throughout, emergency call bells in all resident apartments and bathrooms, smoke corridors, and supervised smoke detection systems for resident safety. Secured outdoor recreational areas are also available for Reflection's residents to safely enjoy the outdoors. Reflections has its own dining room to allow for staff to accommodate residents' needs and variations in dining schedules.

IV. WHEREAS, The Bristal at Armonk has determined these additional services can be provided through the Reflections Memory Enhancement Program without impeding The Community from achieving its purpose of maintaining the Community as a licensed Enriched Housing Program that does not provide medical or psychological services.

In consideration of the foregoing and of the mutual covenants and agreements described below and in the Residency Agreement, the parties agree as follows:

A. Memory Enhancement Program Services

1. Memory Enhancement Program is designed for Residents that have a diagnosis on their physician's report of dementia or, through an evaluation of the Resident, completed by the Director of Wellness, it has been determined that the provisions of the Memory Enhancement Program are in the best interest of the Resident. This program includes all Personal Care Services and Medication Supervision. It also provides for close monitoring of the Resident's physical whereabouts and condition to prevent wandering, as well as interventional behavior approach techniques and additional levels of care.

2. The Memory Enhancement Program services needed by the Resident are determined by an evaluation done by The Community in consultation with the Resident, family and/or responsible party. Upon the determination that the Memory Enhancement Program is needed, such services will become part of the Resident's service plan. Additional services needed will be determined by a care evaluation completed by The Community or upon change of condition, or return from the hospital, whichever may occur first. Residents, families, and responsible parties will be informed of changes in condition of the Resident and the Memory Enhancement Program services needed and are encouraged to participate in the review, evaluation and service plan process.

3. Residents, who require the Memory Enhancement Program will reside in an apartment located in a secured, designed and decorated Memory Enhancement wing located within the Residence.

4. Residents who require the Memory Enhancement Program agree to wear an elopement management transmitter at all times.

B. Term and Termination

This Addendum will continue until the Residency Agreement between the Resident and The Community is terminated. In the case of death, this Addendum will be terminated as of the date of death with no notice period being required. The total basic daily rate will continue to be effective until the Resident's personal possessions are removed from the Apartment.

Initials _____

This SNALR Addendum, in accordance with the Assisted Living Residency Agreement is effective as of _____, upon signing by both parties below.

VI. Addendum Agreement Authorization

We, the undersigned, have read this SNALR Addendum 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's Representative)*

Initials _____

DISCLOSURE STATEMENT

Armonk Senior Care, LLC (d/b/a The Bristal at Armonk) (the "Operator") 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 Addendum 21 of this Agreement.

2. Armonk Senior Care, LLC is licensed by the New York State Department of Health to operate The Bristal at Armonk at 90 Business Park Drive, Armonk, New York 10504 as an Assisted Living Residence as well as an ☒Enriched Housing Program and/or ☐Adult Home.

The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and 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 Community 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 55 persons.
b. Special Needs Assisted Living services for up to a maximum of 40 persons.

The Operator will post prominently in The Community, 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 slots is available, You will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living program. If, however, such slots 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 chooses to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for the "Resident" to change apartments within The Community

Following is a list of other health related licensure or certification status of the Operator or others providing services at The Community: NONE

3. The owner of the real property upon which The Bristal at Armonk is HRSE-EB Armonk, LLC. The mailing address of such real property owner is 90 Business Park Drive, Armonk, New York 10504.

The following individual is authorized to accept personal service on behalf of such real property owner: Steven Krieger, c/o B2K, 300 Jericho Turnpike (Suite 100), Jericho, NY 11753 and New York Department of State, One Commerce Plaza, 99 Washington Avenue, 6th Floor, Albany, New York 12231.

Initials _____

4. The Operator of Community is Armonk Senior Care, LLC. The mailing address of the Operator is Armonk Senior Care, LLC, 90 Business Park Drive, Armonk, New York 10504.

The following individual is authorized to accept personal service on behalf of the Operator: Executive Director, The Bristal at Armonk, 90 Business Park Drive, Armonk, New York 10504.

5. There is no ownership interest in excess of 10 percent 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 Bristal at Armonk.

6. Elegance Home Care, LLC (d/b/a Elegance at Home), occasionally provides home care staff to the Community under a contracted arrangement. Elegance Home Care, LLC and the operator have 10% or more common owners. No other entity which provides care, material, equipment or other services to residents of the Residence has ownership interest in excess of 10 percent in the Operator.

7. All residents have the right to receive services from any provider, regardless of whether this Community or its Operator has an arrangement with a provider. All residents have the right to choose his or her health care Providers.

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

9. At this time, the Community is strictly private pay. However, if a potential resident who does receive SSI expresses interest in admission, the Resident is advised of the ability to establish a personal allowance account.

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 1-866-893-6772.

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number-1-855-582-6769 to request an Ombudsman to advocate for the Resident. (914) 500-3406 is the Local LTCOP telephone number. The NYSLTCOP web site is http://www.ltcombudsman.ny.gov/.

12. New York State's laws and regulations applicable to adult care facilities and assisted living residences can be found in Article 7 of the Social Services Law, Article 46-B of the Public Health Law, 18 NYCRR sections 485-488 and 10 NYCRR Part 1001. Operators are also subject to certain federal regulations found at 42CFR 441.301 (c)(4).

Initials _____

RESIDENT COMPLAINTS/GRIEVANCES

Policy

The Bristal at Armonk staff members encourage Residents to express their complaints/grievances freely, investigate complaints, and work toward the resolution of complaints. Residents are encouraged to make recommendations for changes/improvements in Residence Operations and are assisted by Residence staff in planning for changes/improvements.

The Community is committed to ensuring that all complaints/grievances are addressed in accordance with New York State Department of Health Rules and Regulations. A confidential box will be maintained by the Residence where Residents/Resident Representatives can voice complaints or make suggestions/recommendations. The Department's toll-free telephone number for reporting complaints regarding home care services and the services provided by the assisted living operator are posted in a freely accessible viewing area for residents.

Every Resident, Resident's Representative and Resident's Legal Representative, if any, shall have the right to present grievances on behalf of himself, herself, or others, to the Resident'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.

Procedure

1. During the pre-admission interview and on admission to the Residence, the Resident and Resident's representative are given a copy and an explanation of the Resident's rights. These rights indicate that complaints/grievances are to be expressed freely. This may be done either in writing or verbally, via telephone or in person.

2. All complaints/grievances are confidential including the identification of Residence staff to whom complaints/grievances are made and are to be handled by the Executive Director/Director of Case Management.

3. When a complaint/grievance is received, whether written or verbal, it is recorded in a log kept by the Executive Director or designee, and is periodically reviewed by the Regional Director.

4. In order to clarify oral complaints, the Residence may request that the complainants express their concerns in writing or sign a written statement on the Resident Grievance/Complaint Form prepared by the Residence, which reflects a mutual understanding of the allegations. However, a complainant's refusal or inability to express a complaint in writing does not absolve the Residence from responsibility for its investigation.

Initials ____

5. The resolution of the complaint is recorded in the Complaint Log maintained by the Executive Director or designee, and is periodically reviewed by the Regional Director.

6. All complaints are reviewed. Each written complaint received is responded to in writing, explaining the complaint investigation findings. Decisions are rendered within twenty-one (21) days of receipt of such complaint. This response also informs the complainant of his/her right to appeal. A written response is sent to the individual making an oral complaint if the individual requests one.

7. The Community will maintain a suggestion box for the submission of anonymous grievances. Anonymous grievances received in this manner will be responded to by the Enriched Housing Program Coordinator / Administrator or designee during the next scheduled Resident Council meeting.

Initials _____

FURNITURE SET-UP FORM

Resident Name: _____ Apt #: _____

Resident Representative: _____ Date: _____

	Accept	Decline
1. A standard single bed, well-constructed, in good repair, and equipped with clean springs, maintained in good condition; a clean comfortable, well-constructed mattress, standard in size for the bed, a clean comfortable pillow of average bed size.	_____	_____
2. Bed linens, including 2 sheets, pillowcase, pillow, at least one blanket, bedspread	_____	_____
3. A lamp	_____	_____
4. A mirror	_____	_____
5. A dresser	_____	_____
6. A chair	_____	_____
7. A table	_____	_____
8. A hinged entry door and if bathroom shared must have a lockable door		
9. FOR EHPs: Dishes, Glasses, Utensils, telephone	_____	_____

* All apartments are outfitted with a closet, lockable storage and window blinds.
Residents are supplied with towels, washcloths, soap and toilet tissue.

_____ Date: _____
Resident/Resident Representative Signature

_____ Date: _____
The Bristal Representative Signature

_____
Name and Title

**Copies to Maintenance and Housekeeping*

Initials ____

FURNITURE/APPLIANCES PROVIDED BY THE RESIDENT

* Artwork
* Radio for Apartment, if desired
* Television for Apartment, if desired
* Telephone, if desired
* Additional Desired Furniture deemed safe by Maintenance Department
* Any Furniture Provided by Operator that is Declined by Resident

*Please note: Certain items are NOT allowed in Resident apartments for safety purposes due to amperage concerns. These include but are not limited to: irons, toasters, extension cords, space heaters, uncertified power strips, and any other device that is restricted by Law and Regulations of the New York State Department of Health. In addition, all appliances a Resident may keep in an apartment must be approved by administration and checked for safety by our maintenance staff prior to usage.

Initials _____

LICENSURE/CERTIFICATION STATUS

Elegance Home Care, a Licensed Home Care Services Agency, occasionally provides staff such as a Registered Nurse, Licensed Practical Nurse and/or Home Health Aides to the Community to supplement employees. At this time there are no other providers offering home care or health care services under any arrangement with the Operator. The Community, however, will make every effort to assist you in obtaining appropriate home care or health care services if You so desire, and will coordinate the care provided by the operator and the additional nursing, medical and /or hospice services.

Initials _____

RESIDENT HANDBOOK RECEIPT

The Resident Handbook will familiarize you with the various services and activities available at The Community while you become acquainted with your new home. The Handbook provides helpful direction and information regarding various policies and practices to make your life at The Community as pleasurable as possible.

I have received, read and understand the Resident Handbook which includes procedures for solicitation of help in case of emergency and what to do in the event of a fire.

_____	_____
The Bristal Representative Signature	Resident/Responsible Party Signature
_____	_____
Title	Print Name
_____	_____
Date	Date

ALR CONSUMER INFORMATION GUIDE

The New York State Department of Health Consumer Information Guide will help you decide if an Assisted Living Residence (ALR) is right for you and, if so, which type of ALR may best serve your needs. A copy of this guide is available in The Community's Marketing and Administrative Offices as well as online at: www.health.ny.gov/publications/1505.pdf. If you do not have access to a computer, a copy will be provided upon request

Please check one of the following:

____ I received a print copy of the ALR Consumer Information Guide when signing this Addendum.

_____ I do not wish to receive a print copy at this time, but understand I can request a copy at any time in the future.

A RESIDENT'S GUIDE TO NYS DEPARTMENT OF HEALTH INSPECTIONS

A Resident's Guide to Department of Health Inspections will help you understand the NYS DOH Inspection process for licensed Adult Care Facilities and explain the areas reviewed by the inspection team. A copy of this guide is available in The Community's Marketing and Administrative Offices as well as online at: www.health.ny.gov/publications/1494.pdf. Please check one of the following:

____ I received a print copy of the Resident's Guide to NYS Department of Health Inspections when signing this Addendum.

_____ I do not wish to receive a print copy at this time, but understand I can request a copy at any time in the future.

The Bristal Representative Signature	Resident/Responsible Party Signature
Title	Print Name
Date	Date

FEDERAL POVERTY LEVEL STATEMENT

As per New York State Department of Health regulations we must keep records of resident's income which is above or below 400% of the Federal Poverty Level.

2026 Federal Poverty Level (FPL) Guidelines by Family Size		
Annual		
Size of Family	100% Poverty	400%
1	$15,960	$63,840
2	$21,640	$86,560

The Federal Poverty Level Guidelines are available to me and as per these guidelines; my income is □ above □ below the 400% federal poverty level.

If my income is above the 400% federal poverty level or if this form is not signed and returned it will be assumed that my income is above the 400% poverty level and there will be a $25 per year fee.

The current U.S. Department of Health and Human Services Federal Poverty Level Guidelines are posted in each community. It is the resident's responsibility to notify The Community if their income level changes above or below the 400% federal poverty level.

_____
Resident Name

_____
Resident/Resident Representative Signature

Initials _____