



**DAY BROOK
VILLAGE
SENIOR LIVING**

**AN AFFILIATE OF
INTEGRITUS HEALTHCARE**

RESIDENCY AND CARE AGREEMENT

For

Resident Name(s)

298 Jarvis Avenue
Holyoke, Massachusetts 01040
(413) 538-7551

Summary Sheet
Day Brook Village Senior Living
Residency and Care Agreement

Resident's Name(s) _____

Occupancy Date: _____

Day Brook Village Address: 298 Jarvis Avenue, Apartment No. _____
Holyoke, MA 01040

Residence Description: **Independent Living**
 Studio
 One Bedroom
 Two Bedroom

Assistance In Living
 Studio
 One Bedroom

Floor Plan: _____

Entrance Fee Type: _____

Entrance Fee Amount: _____

**Day Brook Village Senior Living
Residency and Care Agreement**

SECTION AND EXHIBIT DIRECTORY

<u>Section Number</u>	<u>Section Title</u>	<u>Page Number</u>
I.	General Provisions	5
II.	Accommodations and Services	6
III.	Financial Provisions	10
IV.	Health Care Provisions	14
V.	Other Provisions	17
VI.	Cancellations and Terminations	21
VII.	Residents' Association	23

<u>Exhibit Number</u>	<u>Exhibit Title</u>	
1	Personal Performance Criteria for Independent Living	25
2	Personal Performance Criteria for Assistance-in-Living	27
3	Criteria for Nursing Center Placement	30
4	Process for Placement in Assistance-in-Living, the Nursing Center or Other Facility and/or the Need for Additional Services	31
5	Grievance Process	33
6	Disclosure Statement A. Officers & Trustees of Holyoke Retirement Community, Inc.	34
7	Monthly Service Fee Schedule – Independent Living Apartments	37
8	Monthly Service Fee Schedule – Assistance-in-Living Apartments	38
9	Fees for Additional Services	39



Day Brook Village Senior Living

RESIDENCY AND CARE AGREEMENT

This Agreement (this “Agreement”) is made this _____ day of _____ by and between Holyoke Retirement Community, Inc. d/b/a Day Brook Village Senior Living, a Massachusetts charitable corporation, and

_____ hereinafter referred to individually or jointly as “Resident”.

PRELIMINARY STATEMENT

Holyoke Retirement Community, Inc. d/b/a Day Brook Village Senior Living (hereinafter referred to as “Day Brook Village”), a Massachusetts not-for-profit corporation established exclusively for charitable purposes and exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, owns and operates the continuing care retirement community known as “Day Brook Village” at 298 Jarvis Avenue, Holyoke, Massachusetts (the “Retirement Community”). Day Brook Village seeks to provide for the individual and collective benefit of the residents of the Retirement Community comfortable living accommodations and associated facilities, services and amenities together with certain medical and nursing care services. In order to provide such accommodations, services and amenities at a reasonable cost, Day Brook Village requires that new residents meet certain financial and health status criteria as a condition of admission to the Retirement Community. Resident has submitted to Day Brook Village the New Resident Application (the “Application”), which includes the confidential Financial Disclosure Statement (the “Financial Disclosure”) and Physician’s Statement & Assessment (the “Physician’s Statement”; the Application, Financial Disclosure, Physician’s Statement and any other materials submitted therewith are collectively referred to herein as the “Application Materials”) to establish that Resident meets Day Brook Village’s admission criteria. On the basis of (a) the information supplied by Resident in the Application, Financial Disclosure and Physician’s Statement and (b) Resident’s agreement to be bound by the terms and conditions set forth in this Agreement, Day Brook Village has accepted Resident for admission to the Retirement Community on the terms and conditions set forth herein.

AGREEMENT

IT IS THEREFORE AGREED AS FOLLOWS:

I. GENERAL PROVISIONS

A. Admission Requirements:

As part of Resident's application for admission to the Retirement Community and, in any event, unless waived or modified in writing by the Board of Trustees of Holyoke Retirement Community, Inc. d/b/a Day Brook Village, as a pre-condition of the effectiveness of this Agreement, Resident shall:

1. Be at least 62 years of age on the Occupancy Date (as defined in Section I.B).
2. Provide a completed Application and a Physician's Statement, on a form provided by Day Brook Village, which establishes that Resident's health meets the Personal Performance Criteria in Exhibits 1 and 2 attached hereto.
3. Within 30 days prior to the Occupancy Date, submit an updated Physician's Statement if the original statement is more than six months old and meet personally with the Day Brook Village Director of Support Services to review Resident's current health status. If at this time, Resident's health does not meet the Personal Performance Criteria in Exhibit 1 or Exhibit 2 as applicable, Day Brook Village will assist in making alternate arrangements for an appropriate level of care. If Day Brook Village is not able to provide the needed level of care, this Agreement may be terminated.
4. Complete and submit the Application, including a confidential Financial Disclosure, on a form provided by Day Brook Village, which demonstrates Resident's ability to pay the Entrance Fee (defined in Section III.A.1), Monthly Service Fee (defined in Section III.B), all other fees and charges contemplated herein and personal living expenses for the duration of this Agreement. A third-party financial guaranty may be requested if Resident's ability to meet financial obligations is uncertain. Resident must submit an updated Financial Disclosure within 30 days prior to the Occupancy Date, if the original Financial Disclosure is more than six months old.

B. Occupancy Date: "Occupancy Date" means the date on which Resident shall (a) have met the admission requirements set forth in Section I.A., (b) have paid the Entrance Fee and (c) be entitled to occupy the Apartment specified on the Summary Sheet preceding this Agreement. Commencing on the Occupancy Date, Resident shall be responsible for the payment of all fees and other charges set forth herein.

C. Term: The term of this Agreement shall be for the lifetime of Resident, unless sooner terminated pursuant to the provisions of this Agreement.

D. Occupancy by Two Residents: If two persons sign this Agreement, the accommodations and services provided herein shall be for both of them, and

the fees described in Section III (Financial Provisions) shall cover both of them. Each Resident is jointly and individually responsible for payments due hereunder. Each Resident must meet the admission requirements for residency at Day Brook Village.

II. ACCOMMODATIONS AND SERVICES

A. **Provision of Accommodations, Services and Amenities:** In consideration of the payment by Resident of the fees and other charges set forth in Section III, and the other obligations assumed by Resident under this Agreement, Day Brook Village shall, from the Occupancy Date to the termination of this Agreement, provide to Resident the accommodations, services and amenities set forth in this Section II, Paragraphs B, D, E, H, I, J, and K, and Section IV and shall make available for an additional charge or charges, the additional services described in Section II, Paragraph M.

B. **Occupancy:** Subject to the terms and conditions of this Agreement, commencing on the Occupancy Date, Resident shall have the non-transferable right to reside in the Apartment specified on the Summary Sheet preceding this Agreement.

C. **Definitions:** As used herein, the following capitalized terms shall have the meanings specified:

“Independent Living Apartments”: Studio, one-bedroom, and two-bedroom Apartments located on the Retirement Community campus.

“Assistance-in-Living Apartments”: Designated one- and two-room Apartments located on the Retirement Community campus.

“Nursing Center”: A skilled nursing facility located on the Retirement Community campus.

D. **Unit Furnishings Provided by Day Brook Village:** The Independent Living Apartments and Assistance-in-Living Apartments are equipped as follows:

1. Independent Living Apartments: carpeting and/or vinyl flooring, window coverings, refrigerator/freezer, cooktop or range and/or range/oven, basic cable television and phone outlets, emergency/safety response systems.
2. Assistance-in-Living Apartments: carpeting and/or vinyl flooring, window coverings, basic cable television and phone outlets, emergency/safety response systems.

E. **Utilities Provided by Day Brook Village:** Day Brook Village shall provide the following utilities for the Independent Living Apartments and Assistance-in Living Apartments: electricity, heat, air conditioning, hot water, water and sewer, basic

cable television service.

F. Utilities Not Provided by Day Brook Village: Resident shall be solely responsible for all installation and monthly service charges for telephone service, premium cable television services, and Internet connection and services.

G. Changes to Apartments:

1. Day Brook Village reserves the right to build additional Apartments and to alter, reconfigure and remove existing Apartments, including the right to: make changes to Resident's Apartment and relocate Resident to another Apartment both temporarily and permanently in furtherance thereof. Day Brook Village shall use reasonable efforts to minimize disruption to Resident in the exercise of such rights.

2. Resident must receive prior written approval from the Executive Director of Day Brook Village to make any desired changes to the structure of Resident's Apartment or the decorations, equipment or furnishings in Resident's Apartment that are owned or supplied by Day Brook Village. If Resident shall make modifications, alterations or additions to Resident's Apartment or changes to or replacements of the furnishings or fixtures provided by Day Brook Village, such modifications, alterations or additions or such changes or replacements shall become the property of Day Brook Village unless otherwise agreed to in writing by Day Brook Village and Resident. If Resident desires to make or cause to be made structural changes to Resident's Apartment, Resident shall submit a request in writing, together with such plans, specifications and assurances as the Executive Director shall request. Any such request for structural changes shall require the prior written approval of the Executive Director and if so approved, shall be at Resident's expense (unless otherwise agreed in writing) and, in all cases, shall be carried out under the supervision of the Executive Director (or his or her designee) and by contractors approved by the Executive Director. Approval of any structural changes shall be conditioned upon Resident's undertaking, with assurances satisfactory to the Executive Director, to bear the cost of a later restoration of the Apartment to its original condition. Non-structural changes to Resident's Apartment that have been approved by the Executive Director shall be made by installers or contractors approved by Day Brook Village, and the cost of any such changes shall be Resident's responsibility (unless otherwise agreed in writing). No refunds for alterations paid for by Resident shall be made by Day Brook Village. Resident shall be responsible for the cost of restoring Resident's Apartment to its original condition upon termination of this Agreement, unless otherwise agreed to in writing.

H. Repairs, Maintenance and Replacement: Repairs, maintenance and replacement of property and equipment owned by Day Brook Village shall be performed and provided by Day Brook Village at its cost and expense, unless any such repairs, maintenance or replacements are necessitated as a result of the actions or negligence of Resident, in which case Day Brook Village shall charge Resident for the cost of such repairs, maintenance or replacements. In the event that Resident desires redecoration of Resident's Apartment, in

addition to or other than that scheduled by Day Brook Village, Resident shall make such request in writing, which shall be subject to the prior approval of the Executive Director. Such redecoration requested by Resident shall be at Resident's expense.

- I. **Laundry Rooms:** Common area laundry rooms are provided for the residents' use. They contain washers, dryers, ironing boards, and storage cabinets for supplies. Resident shall adhere to the rules and regulations of Day Brook Village with respect to the use of the laundry rooms and equipment.
- J. **Common Areas:** Resident shall have the right to use, in common with others, the dining rooms, lobbies, library, fitness center, activity rooms and other common areas located within the Retirement Community and designated by Day Brook Village for use by residents from time to time. Resident shall adhere to the rules and regulations of Day Brook Village with respect to the use of the common areas. Day Brook Village shall have the right to make changes to the common areas, including the right to reconfigure, renovate, add to or reduce the size and purpose of any common area. Resident shall not alter any common areas or furnishings.

K. General Services Provided by Day Brook Village:

Day Brook Village shall provide the following services to or for the benefit of Residents of the Independent Living Apartments:

1. 24-hour emergency response.
2. Maintenance and repair of all buildings, equipment, and appliances owned by Day Brook Village.
3. Groundskeeping, including lawn and garden care, leaf and snow removal. Residents may plant flowers or vegetables in a plot set aside for that purpose.
4. Periodic exterior window washing.
5. Carpet cleaning as deemed necessary by Administration.
6. Rubbish removal from refuse room.
7. Scheduled activity programs.
8. Weekly housekeeping, including vacuuming, dusting, bathroom and kitchen cleaning, changing and laundering standard size twin, double, or queen bed linens. Day Brook Village is not responsible for cleaning/dusting valuable personal items of Residents. Day Brook Village will launder one load of personal laundry per Resident per week for Residents without access to laundry facilities within their building.

9. On-site staff 24 hours/day.
10. Van transportation to scheduled medical appointments and scheduled activities.
11. Assigned parking for one car.
12. The equivalent of one meal daily, within the monthly billing cycle. Up to six tray meals per month.
13. Other services as described in the Resident Handbook, as it may be amended from time to time, distributed to each Resident.

Day Brook Village shall provide the following services to or for the benefit of residents of the Assistance-in-Living Apartments:

1. 24-hour emergency response.
2. Maintenance and repair of all buildings, equipment, and appliances owned by Day Brook Village.
3. Groundskeeping, including lawn and garden care, leaf and snow removal. Residents may plant flowers or vegetables in a plot set aside for that purpose.
4. Periodic exterior window washing.
5. Carpet cleaning as deemed necessary by Administration.
6. Rubbish removal.
7. Scheduled activity programs.
8. Weekly housekeeping, including vacuuming, dusting, bathroom and kitchen cleaning, and changing and laundering standard size twin, double, or queen bed linens provided. Day Brook Village is not responsible for cleaning/dusting valuable personal items of Residents.
9. On-site staff 24 hours/day.
10. Van transportation to scheduled medical appointments and scheduled activities.
11. Assigned parking for one car.
12. Three meals daily. Up to six tray meals per month.

13. Personal care assistance up to one hour per day, including: bathing, dressing, grooming and other activities of daily living; and self-administered medication management.
14. One load of personal laundry per Resident per week.
15. Other services as described in the Resident Handbook, as it may be amended from time to time, distributed to each Resident.

L. Taxes:

All federal, state or local taxes assessed on the income, property or activity of Day Brook Village (or payments to be made in lieu of such taxes) shall be the sole responsibility of Day Brook Village. All federal, state or local taxes on the income, property or activity of Resident shall be the sole responsibility of Resident.

M. Additional Services Available for Additional Fees:

The following additional services shall be available for an additional fee:

1. Assistance-in-Living Apartments: personal laundry services beyond one load per week, companion services, direct personal care assistance in excess of one hour per day, and tray service beyond six trays per month.
2. Independent Living Apartments: Additional meal services beyond the equivalent of one meal per day, personal laundry service (aside for those who live without access to laundry facilities within their building), direct personal care assistance, and tray service beyond six trays per month.
3. Independent Living Apartments and Assistance-in-Living Apartments: See Exhibit 9 Fees for Additional Services attached hereto.

Services other than those described above are not provided by Day Brook Village. Day Brook Village reserves the right to modify the scope, means and delivery of services as it may deem appropriate from time to time.

III. FINANCIAL PROVISIONS

A. Entrance Fees:

1. **Entrance Fee Upon Initial Occupancy:** In partial consideration of Day Brook Village's provision of the accommodations, facilities, amenities and services described in this Agreement, Resident shall pay to Day Brook Village an Entrance Fee in the amount shown on the Summary Sheet preceding this Agreement (the "Entrance Fee"). Resident shall pay the Entrance Fee in accordance with the following schedule:

- a. Ten percent (10%) of the Entrance Fee shall be required to secure an Apartment, which shall be subject to refund in accordance with the terms of this Agreement.
- b. The balance shall be paid on or before the Occupancy Date.
- c. This Agreement must be executed before the Occupancy Date.

2. Entrance Fee Changes After Initial Occupancy:

- a. If at or prior to the original Occupancy Date, Resident signs an intent to move to a more expensive Independent Living Apartment when one becomes available, Resident shall receive a 100% refund of the original Entrance Fee at the time of occupancy of the more expensive Independent Living Apartment. Resident shall then pay the then current Entrance Fee applicable to the more expensive Independent Living Apartment, which shall begin a new amortization period with respect to the Entrance Fee for the new Independent Living Apartment, and Resident will pay the Monthly Service Fee associated with the new Apartment.
- b. If after the Occupancy Date Resident chooses to move to a more expensive Independent Living Unit, Resident shall pay the difference between (i) the refundable balance (as determined pursuant to Section III.3) of the Entrance Fee paid on admission to the less expensive Independent Living Unit and (ii) the then current Entrance Fee applicable to the more expensive Independent Living Unit. The original Entrance Fee will continue to be amortized according to the original schedule at the time of admission, the additional Entrance Fee will begin a new amortization period, and Resident will pay the Monthly Service Fee associated with the new unit.
- c. If after the Occupancy Date Resident moves to a less expensive Independent Living Apartment or to an Assistance-in-Living Apartment, and the then current Entrance Fee for the new Apartment is less than the refundable balance of the original Entrance Fee, Resident will receive a refund equal to the difference between the new Entrance Fee and the refundable balance of the original Entrance Fee, if any. A new amortization period will begin, if applicable, and Resident will pay the Monthly Service Fee associated with the new Apartment.
- d. If after the Occupancy Date Resident moves to a less expensive Independent Living Apartment or to an Assistance-in-Living Apartment, and the then current Entrance Fee for the new Apartment is greater than the refundable balance of the original Entrance Fee, no additional Entrance Fee will be charged. The amortization of the original Entrance Fee will continue, and Resident will pay the Monthly Service Fee associated with the new Apartment.

3. Refundability of Entrance Fees:

Upon termination of this Agreement pursuant to Section VI, Resident, Resident's Designee (as defined in Section III.A.3.e), or Resident's estate shall be entitled to a refund of a portion of the Entrance Fee, as follows:

- a. Residents of Independent Living Apartments: Residents of Independent Living Apartments shall receive a refund equal to the full Entrance Fee less 1% of the Entrance Fee for each calendar month, or portion thereof, of occupancy at Day Brook Village. No refund shall be due if Resident's occupancy shall exceed 100 months.
- b. Residents of Assistance-in-Living Apartments: Residents of Assistance-in-Living Apartments shall receive a refund as follows:
 - (1) If occupancy terminates during the first ten months, Resident shall receive a refund equal to the Entrance Fee paid less 1% for each calendar month, or portion thereof, of occupancy.

If occupancy terminates after ten or more months, Resident shall receive a refund equal to 90% of the Entrance Fee regardless.
- c. When two persons occupy an Apartment, and one ceases occupancy, there will be no Entrance Fee refund until both cease occupancy.
- d. Prior to refunding any Entrance Fee or other amounts that may be due to Resident, Day Brook Village shall deduct any payments owed by Resident to Day Brook Village under the terms of this Agreement.
- e. The refundable portion of any Entrance Fee shall be paid to Resident, if living, when due. In the event of the death of a Resident, the refund shall be paid to his/her estate except that, with the prior approval of Day Brook Village, a Resident may, in a writing signed, dated and delivered by Resident to Day Brook Village, designate an individual, trust or other entity to receive the refund ("Resident's Designee"), subject to the claims for unpaid amounts then due Day Brook Village. Resident and his/her estate indemnifies Day Brook Village for payment made in accordance with such designation.

B. Monthly Service Fee:

In partial consideration of Day Brook Village's provision of the accommodations, facilities, amenities and services described in this Agreement, Resident shall pay to Day Brook Village a monthly service fee (the

“Monthly Service Fee”) as provided herein. The Monthly Service Fee with respect to any Apartment varies with the size of the Apartment and the number of occupants thereof. Resident’s initial Monthly Service Fee will be in accordance with the rates in effect on the Occupancy Date for Resident’s Apartment. Schedules listing the Monthly Service Fees in effect as of the date of this Agreement for Independent Living Apartments and Assisted Living Apartments are attached hereto as Exhibits 7 and 8. If the Occupancy Date shall occur on a date other than the first of the month, the Monthly Service Fee shall be prorated for such month based on the number of days in such month.

1. Day Brook Village shall provide Resident with a detailed monthly statement that includes the Monthly Service Fee for the then current month, any applicable credits, prior month additional charges, and any other amounts due Day Brook Village. Amounts due shall be billed on the first of each month and due in full by the 10th of that month. Day Brook Village reserves the right to change the billing cycle for the Monthly Service Fee and other charges from time to time, provided that in no event shall the Monthly Service Fee for a month be due sooner than the first day of the month for which the Monthly Service Fee is payable. If Resident’s payment is late, a late charge of one percent for each month or part thereof that payment is late shall be assessed.

From time to time, at the discretion of management the Monthly Service Fee may be adjusted to permit Day Brook Village to maintain the highest quality of service to its residents. Day Brook Village shall make reasonable efforts to maintain the Monthly Service Fee at the lowest practical amount consistent with operating the Retirement Community on a sound financial basis, and will endeavor, to the extent financially feasible, to adjust the Monthly Service Fee no more than once in each calendar year. No change in the Monthly Service Fee shall be effective until Resident shall have received not less than 60 days advance notice of such change, unless such change is necessitated by a change in state or federal rules or regulations making such notice financially impractical for Day Brook Village.

2. A Resident of an Independent Living Apartment who moves temporarily to an Assistance-in-Living Apartment, the Nursing Center, or other medical or nursing facility shall continue to be charged the Monthly Service Fee on the Independent Living Apartment, less meal credits (at the rate established by Day Brook Village from time to time), as well as the daily or monthly fees of the temporary Assistance-in-Living Apartment, Nursing Center, or other facility.
3. A Resident of an Assistance-in-Living Apartment who moves temporarily to the Nursing Center shall continue to be charged the Monthly Service Fee for the Assistance-in-Living Apartment, less meal credits (at the rate established by Day Brook Village from time to time), as well as all Nursing Center charges.

4. If a Resident transfers to a different Apartment, leaves the Retirement Community, moves to the Nursing Center, or dies, the Monthly Service Fee on the vacated Apartment shall continue to be charged to and paid by Resident until this Agreement is terminated in accordance with the provisions of Section VI.B. The Monthly Service Fees and other charges for the new Apartment or the Nursing Center shall commence on occupancy thereof.
 5. If one of two Residents sharing a Apartment dies, moves permanently to another level of care, or leaves the Retirement Community, the Monthly Service Fee shall change from the two-person rate to the one-person rate. There will be no Entrance Fee refund until both cease occupancy.
- C. **Financial Hardship:** Day Brook Village admits to the Retirement Community only those persons who are expected to be able to pay all required fees and charges hereunder. Without in any way limiting its right to terminate this Agreement, Day Brook Village's policy is that if the sole reason for non-payment of the financial obligations of Resident to Day Brook Village is insufficient funds beyond the control of Resident or his or her representatives or relatives, the matter will be reviewed by the Executive Director with Resident.
- D. **Non-Payment:** Non-payment of the Monthly Service Fee and/or other fees and charges hereunder is an event of default for which Day Brook Village may terminate this Agreement. Resident agrees to pay all legal costs incurred by Day Brook Village to recover monies owed under this Agreement
- E. **Addition of Second Person:** In the event that Resident, due to marriage or otherwise, desires to add a second person to Resident's Apartment, Resident may do so provided that the second person meets all Day Brook Village admission requirements and executes a Residency and Care Agreement. Commencing with the date that such second person shall begin occupancy of the Apartment, the Monthly Service Fee shall be increased to the two-person rate. Resident and the second person shall be jointly and severally liable for the payment of the Monthly Service Fee and all other fees and charges due hereunder.

IV. HEALTH CARE PROVISIONS

- A. **Attending Physician:** Each Resident shall be required to select, before or as soon after admission to the Retirement Community as practicable, a physician to care for Resident's personal medical needs, which physician shall be licensed in the Commonwealth of Massachusetts and available to routinely provide care for Resident in the Nursing Center, in the event that Resident's health condition necessitates admission to the Nursing Center (the "Attending Physician"). Resident agrees to require any Attending Physician so engaged by Resident to supply Day Brook Village's Director of Support Services in writing, in confidence and when requested, with current information regarding

Resident's diagnosis, medications, conditions and treatment. Day Brook Village shall have the right to require any Resident to reimburse it for Day Brook Village's cost in providing attending physician services occasioned by the absence of Resident's Attending Physician or as a consequence of the acts or omissions of Resident's Attending Physician.

- B. **Health Insurance:** Resident shall enroll in and maintain in force during the term of this Agreement, at Resident's own expense, Medicare program Parts A and B, any future program that may be offered by Medicare, and one supplemental health insurance program covering hospital and other related costs reasonably acceptable to Day Brook Village to assure Resident's ability to cover costs of medical treatment, medicine, drugs, therapy and the like. A Resident not enrolled in Medicare must carry equivalent health insurance reasonably acceptable to Day Brook Village. Resident agrees to provide evidence of such insurance upon admission, upon any change thereafter and from time to time as Day Brook Village may request. In the event that Resident shall fail or neglect to arrange for such insurance coverage, Resident hereby authorizes Day Brook Village to (a) make application on his or her behalf, (b) pay, as Resident's agent, any premiums in connection with such insurance, and (c) bill such costs to Resident on the Monthly Service Fee statement, together with the costs of any medical, nursing or related services, supplies or expenses incurred or paid by Day Brook Village that would have been paid or reimbursed by such insurance plans or programs had Resident had such insurance in place.
- C. **Insurance Claims:** Resident hereby authorizes Day Brook Village or a skilled nursing facility to which Resident may be transferred (a "SNF") to make all claims for insurance benefits for medical and nursing care and services ancillary thereto ("Covered Services") provided by Day Brook Village or a SNF and agrees to execute all documents necessary to enable Day Brook Village or a SNF to enforce such claims. Any benefits received by Resident from Medicare or the supplemental health insurance required herein, with respect to Covered Services, will be paid by Resident to Day Brook Village or a SNF as payment for the costs incurred by Day Brook Village or a SNF for providing Covered Services to Resident.
- D. **Health Services:** Day Brook Village has a qualified Director of Support Services who directs the health and wellness services of Day Brook Village and oversees the provision of in- Apartment services and Assistance-in-Living.
- E. **Best Setting for Care and Additional Services:**
1. Day Brook Village, in accordance with its Process for Placement in Assistance-in-Living, the Nursing Center or Other Facility and/or the Need for Additional Services attached hereto as Exhibit 4 (the "Process for Placement"), reserves the right in collaboration with the Resident(s), Resident'(s) family and/or Personal Representative to determine the best setting for Resident's care and Resident's need for additional services on

a temporary or permanent basis if Resident does not meet the Personal Performance Criteria specified on Exhibits 1, 2 and 3, as applicable. Resident agrees to cooperate in performing any evaluation Day Brook Village shall reasonably request, at Resident's expense, including granting Day Brook Village permission to discuss health care issues with Resident's medical providers. Such evaluation may be requested at any time Day Brook Village reasonably suspects by observation or otherwise that Resident's physical, emotional or mental condition has changed such that Resident may require a change in services or setting for care.

2. If, in the opinion of Day Brook Village, Resident's physical or mental condition precludes living independently, or poses a danger to Resident or others, Day Brook Village may transfer Resident to another level of care which best meets his or her needs.
 3. If Day Brook Village determines that a Resident's personal space, personal health, personal care or nutritional needs are not being met in accordance with the applicable Personal Performance Criteria, Resident agrees to accept and pay for such additional services as Day Brook Village determines are needed.
- F. **Nursing Center Care:** All Residents shall be entitled to seven days of care each calendar year at no charge in the Nursing Center in a semi-private room, based on medical necessity, non-cumulative from year to year. In the event that no bed is available at the Nursing Center at the time of need, Day Brook Village will assist in the placement of a Resident at another nursing facility until a bed is available at the Nursing Center and will pay the then current rate at the other nursing facility (up to the then current Nursing Center rate) for up to 7 days. The days at no charge will begin after benefits from Medicare and other third party insurances cease. This benefit shall cease upon termination of this Agreement.
- G. **Emergency Response:** Each Apartment is equipped with an emergency response system which is monitored 24 hours per day.
- H. **Transfer to Hospital:** Day Brook Village will assist Residents in need of transfer to an acute care hospital. All costs for such care, beyond Medicare and insurance coverage, including transportation in either direction, will be the responsibility of Resident.
- I. **Transfer within Day Brook Village or to the Nursing Center:** Residents may transfer temporarily or permanently among Independent Living Apartments, Assistance-in-Living Apartments, and the Nursing Center, based on need and availability. Such changes must be authorized by Day Brook Village.
- J. **Provisions of Home Care:** Residents receiving home care as approved by Day Brook Village in accordance with Exhibit 1 or Exhibit 2 may have that care provided either by an approved provider or by a licensed health care professional who meets applicable regulatory requirements. All third-party

providers of home care must meet the standards and requirements established by Day Brook Village.

- K. **Release of Medical Information:** Resident consents to the release of Resident's medical information to Day Brook Village by all physicians, hospitals or other health care providers that shall provide medical services to Resident. Resident also agrees to the release of Resident's medical information by Day Brook Village to the providers listed above and the Nursing Center. Day Brook Village shall comply with all applicable requirements regarding the maintenance of Resident's protected health information.
- L. **Additional Health Care Services:** Any health care services not specifically identified in this Agreement as being the responsibility of Day Brook Village are Resident's responsibility. This includes, but is not limited to, medical and health practitioners, hospitalization, skilled nursing care, tests and x-rays, medications, home care, personal care assistance for other than assistance-in-living Residents, and therapies.

V. OTHER PROVISIONS

- A. **Guests:** Guests are welcome subject to the terms and conditions established by Day Brook Village. Overnight guests may stay in a Resident's Apartment for periods not to exceed two weeks per visit. Guests are expected to follow all Day Brook Village rules, policies and procedures. Day Brook Village has the authority to limit or terminate the stay of any guest for any reason at any time.
- B. **Delegation by Executive Director or Director of Support Services:** It is understood that any authority or responsibility granted by this Agreement to Day Brook Village's Executive Director or Director of Support Services may be delegated by him or her to other members (one or more) of Day Brook Village's staff.
- C. **Privacy:** Day Brook Village respects the privacy of Residents, but reserves the right to enter an Apartment whenever deemed necessary to carry out the purposes and intent of this Agreement, including to perform scheduled or emergency maintenance and routine housekeeping, perform Resident evaluations attend Resident meetings and respond to medical emergencies and the fire alert system. Day Brook Village may also enter Resident's Apartment (a) if Resident is reported as missing or as not having responded to calls, (b) for the purpose of showing the Apartment to a prospective resident but only during normal daytime hours and after a notice of termination has been given by Resident with respect to that Apartment, and (c) to enforce Day Brook Village's policies, rules and regulations.
- D. **Responsibility for Damages:** Any loss or damage to the real or personal property owned by Day Brook Village caused by the negligence of Resident will be charged to and paid for by Resident. If any negligence of anyone other than Day Brook Village or its personnel results in injury, illness or damage to Resident or to Resident's personal property, Resident hereby releases and

discharges Day Brook Village from all liability or responsibility for such injury or damage to Resident or to Resident's personal property. Resident shall have the responsibility of providing any insurance desired to protect against such loss.

- E. **Insurance:** Resident must maintain, at Resident's sole cost and expense, (i) general liability insurance and (ii) fire and extended coverage insurance on Resident's personal possessions. Day Brook Village shall not be responsible for loss or damage to any personal possessions of Resident.
- F. **Resident's Responsibility for Apartment Condition:** Resident shall maintain Resident's Apartment in a clean, sanitary and orderly condition and shall be responsible for all usual light housekeeping tasks in the Apartment, other than those that shall be provided by Day Brook Village pursuant to Section II.K. If Resident does not maintain Resident's Apartment in such manner, Day Brook Village, after notice to Resident, shall have the right to assume the responsibility for such housekeeping tasks and to bill the cost of such service to Resident with the Monthly Service Fee.
- G. **Pets:** Pets are permitted at Day Brook Village in accordance with the established pet policy of the Retirement Community. Day Brook Village may require the removal of a pet if the Policy is violated.
- H. **Locks and Keys:** Resident will receive keys for Resident's Apartment and for the mailbox. Resident may not change locks or add locks without the prior written permission of Day Brook Village. Any added locks become Day Brook Village property.
- I. **Smoking:** There is no smoking allowed in any of the common areas, grounds or Apartments within Day Brook Village, aside from one designated outdoor smoking area.
- J. **Business Operations:** No Resident may operate a business from an Apartment without written permission of Day Brook Village and in accordance with land use and other applicable laws and regulations.
- K. **Representation and Warranty; Acknowledgment:**
 - (i) Resident represents and warrants that all information disclosed in the Application Materials was true and accurate when given, is true and accurate as of the date hereof and shall be true and accurate (or shall be supplemented to be true and accurate) as of the Occupancy Date. Resident acknowledges and agrees that Day Brook Village shall have the right to terminate this Agreement in accordance with the provisions of Section VI.A, in the event that Resident's financial condition or health status changes between the date of delivery of the Application Materials and the Occupancy Date such that, as of the Occupancy Date the financial condition or health status of Resident does not meet the financial or health status criteria established by Day Brook Village.

(ii) Resident acknowledges that Resident has received from Day Brook Village the Disclosure Statement attached hereto as Exhibit 6.

- L. **Power of Attorney, Health Care Directive and Guardianship:** All Residents shall maintain a current Power of Attorney on file at Day Brook Village in a form acceptable to it. Resident shall maintain a health care Advance Directive and provide Day Brook Village with a copy of such Directive. Day Brook Village shall have the right to institute guardianship or conservatory proceedings if Resident is unable to care for his or her person or property and has not designated someone to do so. Resident or Resident's estate shall be responsible for the cost of any guardianship or conservatorship proceedings.
- M. **Non-Discrimination:** Except for the minimum age limitation, Day Brook Village provides equal access and treatment without regard to race, color, sex, religion, sexual orientation, disability, familial status or national origin.
- N. **Subordination of Rights:** All rights, privileges, and benefits granted to Resident shall be subordinate to the debt financing of Day Brook Village, and to any real estate mortgage and assignment of this Agreement to secure debt financing or other indebtedness for Day Brook Village. Upon request, Resident agrees to execute and deliver a subordination agreement to establish the priority of such obligations as a lien against the property.
- O. **Resident's Relationship to Day Brook Village:** This Agreement is primarily for the provision of housing and services on a contractual basis, and it does not represent a landlord-tenant relationship. Resident does not have any ownership interest in Day Brook Village, its property, or the Apartment occupied by Resident.
- P. **Nontransferability:** The rights and privileges of Resident under this Agreement for living accommodations, facilities and services are personal to Resident and cannot be transferred or assigned by act of Resident, by any proceeding at law or otherwise. If any person, other than a person who has signed this Agreement, commences to live in Resident's Apartment without following the procedures established by Day Brook Village, Day Brook Village shall have the right to terminate this Agreement.
- Q. **Liability:** Holyoke Retirement Community, Inc. d/b/a Day Brook Village shall solely be liable for the performance of its obligations under this Agreement. No director, officer or employee of Holyoke Retirement Community, Inc. shall be liable to Resident under this Agreement.
- R. **Observance of Policies, Rules, and Regulations:** Resident agrees to abide by all policies, rules and regulations established by Day Brook Village and amended from time to time, for the safety, comfort, and convenience of all Residents.
- S. **Grievances and Appeals:** If Resident wishes to present a grievance or to

appeal any decision of Day Brook Village rendered according to this Agreement, other than matters covered in the Process for Placement, he or she shall do so in accordance with the Grievance Process as set forth in Exhibit 5.

- T. **Right of Management:** Day Brook Village reserves the absolute right of management of the Retirement Community. Day Brook Village reserves the right to accept or reject any person for residency. Residents do not have the right to manage or to determine admissions, terms of admission, or transfer of any other Resident.
- U. **Right of Subrogation:** In case of injury to Resident by a third party, Day Brook Village shall have the right of subrogation for all of its costs and expenses incurred, and shall have the right in the name of Resident, to take all necessary steps to enforce payment of same by the person responsible for the injury. Resident agrees to cooperate and assist in recovering said costs.
- V. **Reserve Funds:** Day Brook Village does not currently maintain reserve funding or security for its performance hereunder. Day Brook Village shall have the right to establish such accounts in the future.
- W. **Compliance with Laws and Regulations:** Day Brook Village covenants that it complies with applicable federal and state laws and regulations regarding consumer protection and protection from abuse, neglect, and financial exploitation of the elderly.
- X. **Entire Agreement:** This Agreement, which incorporates by reference the Application Materials and the exhibits hereto, constitutes the entire Agreement between Resident and Day Brook Village. Day Brook Village shall not be liable for, nor bound in any manner by, any statements, representations or promises made by any person representing or purporting to represent Day Brook Village unless set forth in this Agreement.
- Y. **Modification:** No amendment to this Agreement shall be valid unless set forth in a writing executed by Resident and Day Brook Village.
- Z. **Severability:** If any provision of this Agreement shall be deemed invalid or unenforceable, the balance of this Agreement shall remain in effect, and if any provision is deemed inapplicable to any person or circumstances, it shall nevertheless be construed to apply to all other persons and circumstances.
- AA. **Notices:** Any notice, approval, consent or other communication under this Agreement shall, unless otherwise provided herein, be in writing and shall be considered given when (1) delivered personally, or (2) mailed by registered mail, return receipt requested, to (a) Day Brook Village at the office of its Executive Director at the address set forth on the signature page to this Agreement and (b) Resident, at the address set forth on the signature page to this Agreement until Resident enters Day Brook Village, and thereafter at Resident's Day Brook Village address. A change in address may be effected

by prior written notice given by one party to the other.

VI. CANCELLATIONS AND TERMINATIONS

A. Prior to Occupancy:

1. If Resident terminates this Agreement any time prior to the Occupancy Date, Resident will receive a refund within a reasonable length of time equal to the total amount paid to Day Brook Village, less (a) an administrative fee equal to 1% of the Entrance Fee, and (b) any costs incurred at the request of Resident that have been documented and authorized.
2. Day Brook Village may terminate this Agreement if it is found that Resident has substantially misrepresented medical, financial, or other information given to Day Brook Village during the application process. In this event, Resident will receive a refund equal to the total amount paid to Day Brook Village, less (a) an administrative fee equal to 1% of the Entrance Fee, and (b) any costs incurred at the request of Resident.
3. If Resident does not meet the financial or medical criteria prior to occupancy, there will be a refund of the total amount paid to Day Brook Village, less any costs incurred at Resident's request.
4. If Resident dies before the Occupancy Date, the estate of Resident will be refunded the total amount paid to Day Brook Village, less any costs incurred at Resident's request.

B. After Occupancy:

1. **Termination by Day Brook Village:** Day Brook Village shall have right to terminate this Agreement for any just cause, including, without limitation, the following:
 - a. Resident's failure to pay the Monthly Service Fees or other fees or charges due hereunder when due.
 - b. Failure on the part of Resident to abide by any of the policies, rules or regulations adopted by Day Brook Village from time to time.
 - c. The making by Resident of any material misrepresentation or omission in the Application Materials.
 - d. A breach by Resident of any other terms of this Agreement.
 - e. Resident has care needs which cannot be met by Day Brook Village staff and/or are not provided under this Agreement and Resident refuses to accept and pay for appropriate supplemental care.
 - f. Resident's continued presence becoming seriously (i) disruptive or (ii) threatening to the safety of other residents or of Resident to himself or herself.

In any such case, Day Brook Village shall deliver to Resident a written

notice of termination specifying an effective date not less than 30 days nor more than 120 days after the date of such notice. On or before the effective date of such termination, Resident shall vacate Resident's Apartment and remove all of Resident's personal property.

2. **Termination by Resident:** Resident shall have the right at any time after assuming occupancy of Resident's Apartment to terminate this Agreement by delivering to Day Brook Village written notice of Resident's intent to do so. The written notice need not cite any reason(s) for the termination but shall state a date when the termination is to become effective, which shall be not less than 60 nor more than 120 days from the date of delivery of the notice.
3. **Termination by Death:** This Agreement shall terminate upon the death of Resident, whereupon all obligations of Day Brook Village under this Agreement shall cease, other than those relating to the removal of Resident's personal property and payment of refunds, if any.
4. **Fees:** The Entrance Fee shall continue to amortize and the Monthly Service Fees shall be payable until (a), in the case of termination by Day Brook Village, Resident shall have vacated the Apartment and removed all of Resident's personal property located therein, (b), in the case of termination by Resident, the later of (i) the expiration of 60 days from the date of the giving of the termination notice and (ii) the date on which Resident shall have vacated the Apartment and removed all of Resident's personal property located therein and (c), in the case of the death of Resident, Resident's personal property shall have been removed from the Apartment. Upon termination of this Agreement pursuant to this Paragraph B, the unamortized portion of the Entrance Fee shall be refundable as provided in Section III.A.3.
5. **Personal Property:** If Resident's personal property is not removed within 30 days after Resident shall vacate the Apartment, Day Brook Village may remove and store such property at the expense of Resident or Resident's estate. If the property is stored longer than 90 days, Day Brook Village may sell the property upon 30 days' notice, and pay over the proceeds to Resident or Resident's estate, less any costs for removal, storage and sale and any other amounts due Day Brook Village. In the case of Resident's death, Day Brook Village shall release all property in Resident's Apartment to the person(s) designated by Resident in writing to receive it, or if no such person(s) shall have been designated, then to Resident's personal representative or administrator, or if no personal representative or administrator qualifies within 30 days after Resident's death, then to Resident's next of kin. Resident hereby grants to Day Brook Village a limited power of attorney to hold and deliver Resident's property as provided herein.
6. **Condition of Vacated Apartment:** Upon vacating his or her Apartment, Resident shall leave such Apartment in a condition satisfactory to Day Brook Village. Day Brook Village may charge Resident or Resident's

estate for any repair or cleaning, other than normal wear, needed to restore the Apartment to satisfactory condition.

7. **Release of Day Brook Village:** Upon termination of this Agreement, Day Brook Village shall be released from any further obligations to Resident except for the payment of any refund due hereunder.

VII. THE RESIDENTS' ASSOCIATION

- A. There is a Day Brook Village Residents' Association (the "Residents' Association") to which each resident becomes a member upon commencing occupancy at Day Brook Village. The Residents' Association elects officers and appoints committees as desired to develop and support its interests, which committees may consult with management from time to time.
- B. Day Brook Village will endeavor to advise the Residents' Association with respect to matters affecting residents, such as increases in the Monthly Service Fee, additional fees, guest and extra meals, transportation, recreational programs, and adoption or changes of general policies applying to all residents.
- C. The Executive Director will make himself/herself reasonably available to consult with the Residents' Association and committees thereof from time to time.

[SIGNATURE PAGE FOLLOWS]

Executed by Holyoke Retirement Community, Inc. d/b/a Day Brook Village, by a duly authorized corporate representative, and by Resident(s) on the _____ day of _____.

A photocopy or electronic copy of this Agreement shall be deemed an original for all purposes.

The following documents are a part of this Agreement:

1. Resident Application
2. Physician's Statement and Assessment
3. Exhibits to this Agreement as attached, and as listed in the Section and Exhibit Directory
4. Amendments to this Agreement, as they occur.

For Resident(s):

Address: _____

By: _____
Name: _____

By: _____
Name: _____

For Holyoke Retirement Community, Inc. d/b/a Day Brook Village:

By: _____

Name: Dane Walton
Title: Executive Director
Day Brook Village
298 Jarvis Avenue
Holyoke, Massachusetts 01040

EXHIBIT 1

Day Brook Village Senior Living PERSONAL PERFORMANCE CRITERIA FOR INDEPENDENT LIVING

Personal performance criteria are used to evaluate Resident's level of personal independence and his/her level of physical and mental ability to safely provide self-care in a manner that does not present a hazard to self or others. These criteria are considered when making Resident placement decisions at the time of admission and throughout the period of residency. The existence of a disability or a sensory deficit is not a criterion in and of itself; the ability to perform certain activities is the determinant of Resident's qualification for Independent Living and the need for additional services.

The following criteria are factors used to determine if a Resident is suited for Independent Living:

1. Able to bathe, groom, and dress self.
2. Able to ambulate or self-transport.
3. Able to feed self.
4. Requires no ongoing special diet which cannot be self-managed.
5. Able to administer own medications, with minimal assistance.
6. Requires no on-going scheduled professional nursing care by Day Brook Village.
7. Continent of bowel and bladder or self-managed incontinence.
8. Mentally alert.
9. Oriented to person, place, and time.
10. Able to make personal care decisions.
11. Able to attend dinner in the dining room regularly.
12. Able to maintain an orderly personal living space and clean personal clothing.
13. Able to leave campus for personal needs or personal reasons.
14. Able to provide own breakfast and lunch.

The following notes concern the application of the personal performance criteria for independent living:

- A. Day Brook Village endeavors to maintain Residents at the most independent level of housing or care at which their needs can be met. Many times these needs may require support services (refer to B. below).
- B. The criteria may be met by having assistance provided by Day Brook Village on a scheduled basis by a qualified resident assistant or home health aide. This assistance is available when Resident needs only one aide to provide care. Assistance must be approved by the Director of Support Services. Resident will be charged according to the current rate for health support services as listed in Fees for Additional Services provided by Day Brook Village. In the alternative and subject to the policies and procedures of Day Brook Village, Resident may contract for and receive assistance from outside sources.
- C. Residents may use assistive devices such as canes, crutches, walkers, wheelchairs (manual or electric) and small motorized carts to maintain their ability to self-transport.

- D. The permanent inability to meet any of the criteria may mean that it may no longer be appropriate for Resident to remain in an independent living Apartment. In-residence assistance, additional services, a move to an Assistance-in-Living Apartment, the Nursing Center or other facility will be determined as appropriate to meet Resident's needs.
- E. Day Brook Village distinguishes short-term performance deficits from long-term performance deficits. Short-term deficits may be met through temporary home care or temporary Nursing Center placement. Long-term deficits will usually be met through transfer to Assistance-in-Living, Nursing Center or other facility .
- F. Whenever a Resident is hospitalized or requires skilled nursing care, including the Nursing Center or at a skilled nursing facility outside of Day Brook Village, Day Brook Village reserves the right to reassess his/her ability to meet the criteria prior to, or after returning to Day Brook Village, by the Director of Support Services or designee. Resident is responsible for notifying Day Brook Village of hospitalization and return.

EXHIBIT 2

Day Brook Village Senior Living

PERSONAL PERFORMANCE CRITERIA FOR ASSISTANCE-IN-LIVING

Personal performance criteria are guidelines used to evaluate the individual Resident's level of personal independence and his/her level of physical and mental ability to provide self-care. These criteria are considered when making Resident placement decisions at the time of transfer and throughout the period of residency. The existence of a disability or a sensory deficit is not a criterion in and of itself; the ability to perform certain activities is the determinant of Resident's qualification for Assistance-in-Living and the need for additional services.

The following criteria are factors used to determine if a Resident is suited for Assistance-in-Living:

1. Able to bathe, groom, and dress self with assistance of one aide.
2. Able to ambulate or self-transport within Apartment; may require assistance in transport outside Apartment.
3. Able to transfer from one location to another with the assistance of one aide.
4. Able to feed self.
5. Able to administer own medications or receive reminders to self-administer medications. Residents may not remain in an Assistance-in-Living Apartment if permanently on medication whose side effects pose a threat of complications or a need for on-going skilled nursing.
6. If a Resident requires on-going scheduled professional nursing care, it must be provided by a licensed home care agency or a private provider of their choice.
7. Continent of bowel and bladder or self-managed incontinence.
8. Mentally alert to a degree that does not compromise the health or safety of self or others.
9. Oriented to person, place, and time to a degree that does not compromise the health or safety of self or others.
10. Able to attend breakfast, lunch, and dinner in the dining room regularly.
11. Able to maintain an orderly personal living space and clean personal clothing with assistance.
12. Able to leave campus for personal needs or personal reasons with assistance.
13. Able to have personal care needs met, as described above, with no more than one hour of direct care per day. Additional care is available for a fee.

Services not provided include but are not limited to:

1. Two person lift and transfer assistance.
2. Assistance with feeding.

3. Management of wandering behavior.
4. Skilled nursing services such as sterile dressing changes, injections, ear lavage, eye drops, wound care, and medication administration.
5. Incontinence care, bowel and bladder that is not self-managed.
6. Non-weight bearing.
7. More than one hour of individual personal care per day.

The following notes concern the application of the personal performance criteria for Assistance-in-Living:

- A. Day Brook Village endeavors to maintain Residents at the most independent level of housing or care at which their needs can be met. Many times these needs may require support services (refer to B. below).
- B. Day Brook Village provides Assistance-in-Living Apartment Residents with Resident Assistants 24 hours daily. This assistance is available where Resident needs only one aide to provide care for up to one hour per day. Residents who desire or require more assistance than that regularly provided may have additional assistance provided on a scheduled basis by a Resident Assistant. The assistant must be approved and coordinated by the Director of Support Services. Resident will be charged according to the current rate for health support services as listed in Fees for Additional Services. In the alternative and subject to the policies and procedures of Day Brook Village, Resident may contract for and receive assistance from outside sources.
- C. Residents may use assistive devices such as canes, crutches, walkers, wheelchairs (manual or electric) and small motorized carts to maintain their ability to self-transport.
- D. The permanent inability to meet any of the Criteria with the assistance regularly provided by the Resident Assistants or by outside contracted care providers, or, to meet other requirements established by applicable laws or regulations relating to care provided by Day Brook Village, means that it is no longer appropriate for Resident to remain in an Assistance-in-Living Apartment. A move to the Skilled Nursing Center or other facility will be determined as appropriate to meet Resident's needs.
- E. Day Brook Village distinguishes short-term performance deficits from long-term performance deficits. Short-term deficits may be met through temporary home care or temporary Skilled Nursing Center placement. Long-term deficits will usually be met through transfer to the Skilled Nursing Center.
- F. Whenever a Resident is hospitalized or requires skilled nursing care including at the Skilled Nursing Center or at a skilled nursing facility outside

of Day Brook Village, Day Brook Village reserves the right to reassess his/her ability to meet the criteria prior to returning or after returning to Day Brook Village. Resident is responsible for notifying Day Brook Village of hospitalization and return.

EXHIBIT 3

Day Brook Village CRITERIA FOR SKILLED NURSING FACILITY PLACEMENT

The Resident Care Committee as set forth in Exhibit 4 shall recommend placement of a Day Brook Village Resident in the Skilled Nursing Center or another skilled nursing facility when the following criteria are met:

1. A Resident requires the assistance of more than one person to transfer; or
2. A Resident presents an imminent hazard to other Residents or staff; or
3. A Resident's behavior constitutes a safety hazard to his or her own person;
or
4. A Resident's behavior constitutes a safety hazard to other Residents or staff; or
5. A Resident is unable to manage incontinence; or
6. A Resident averages more than one fall per week; or
7. A Resident is unable to manage medications with appropriate assistance;
or
8. A Resident's mental alertness compromises the health or safety of self or others; or
9. A Resident is unable to maintain an orderly and clean personal living space with appropriate assistance; or
10. A Resident is unable to attend to personal needs with appropriate assistance; or
11. A physician certifies that skilled nursing care is medically necessary.

In reviewing such a recommendation, the Director of Support Services shall consider that:

- A. Day Brook Village endeavors to maintain Residents at the most independent level at which their needs can be met. This may sometimes require health support services and other additional services.
- B. Residents may use such assistive devices as are necessary to maintain their independence.
- C. Day Brook Village distinguishes short term and long-term performance deficits. Only the latter will result in a recommendation for permanent placement in a skilled nursing facility, although the former might result in temporary skilled nursing facility placement in some instances.

EXHIBIT 4

Day Brook Village

PROCESS FOR PLACEMENT IN ASSISTANCE-IN-LIVING, THE SKILLED NURSING CENTER OR OTHER FACILITY AND/OR THE NEED FOR ADDITIONAL SERVICES

1. The Executive Director, Director of Support Services, and Resident Services Director, as the Resident Care Committee, shall initially determine the need for a Resident to be transferred based on Day Brook Village's "Personal Performance Criteria for Independent and Assistance-in-Living," "Criteria for Skilled Nursing Center Placement," and Resident Assessment.
2. In making this determination, the Resident Care Committee will obtain the input of (a) Resident's personal physician, and (b) such other resources as it may deem appropriate.
3. The Director of Support Services or Resident Services Director will determine the availability of a Apartment in Assistance-in-Living, or a bed in the Skilled Nursing Center or other skilled nursing facility; or in such other facility as may be appropriate based on Resident's needs and expressed desires.
4. The Resident Care Committee will conduct a care conference with Resident to discuss the need for transfer and the financial implications thereof. If Resident so desires, a family member or another representative chosen by Resident, may be present for this discussion. If Resident is deemed to be unable to comprehend the decision being made, Day Brook Village will include Resident's Health Care Proxy, if one has been designated.
5. The Director of Support Services or Resident Services Director will schedule and implement the transfer as soon as is reasonably possible and will complete all relevant documentation.
6. If after the Care Conference Resident or his/her representative does not agree to the transfer, or other compromise is not achieved between Day Brook Village and Resident that will ensure the safety of Resident and others in Day Brook Village, Resident may request, at Resident's expense, an independent assessment by a qualified agency acceptable to the Resident Care Committee which shall perform a Resident Assessment of condition, need for additional services and best setting for care. All parties shall cooperate with the assessment process. Upon its completion, a copy of the Resident Assessment report shall be given to both parties. Resident agrees to abide by the recommendations contained in the Resident Assessment report and to accept such change in setting and additional services as recommended therein. Day Brook Village reserves the right to

request reassessments as it may deem advisable to assure Resident's needs and Resident's and others' safety are met.

7. If Resident does not agree to accept the recommendations of the Resident Assessment, whether the decision is to transfer Resident or to accept and be responsible for additional services at Resident's expense, then Resident will be deemed to have voluntarily terminated this Agreement.
8. At all times during the Resident Assessment process Resident must receive the standard of care initially recommended by the Resident Care Committee within Day Brook Village's continuum of care. Such services will be at Resident's expense and can be provided by Day Brook Village or an outside caregiver approved by and subject to the policies and procedures of Day Brook Village. Resident may be required to sign a Negotiated Risk Agreement relieving Day Brook Village of liability for Resident's care rejected by Resident during the Resident Assessment process.

EXHIBIT 5
Day Brook Village
GRIEVANCE PROCESS

A Resident who wishes to address an issue or concern is encouraged to do so informally by making the issue known to the Director of Support Services, Director of Resident Services, or Executive Director. Day Brook Village wishes to assure that its Residents are satisfied with their lives in the community and will attempt to resolve the issue or concern in a mutually satisfactory manner. The mere filing of a grievance by Resident shall not be the basis for adverse action by Day Brook Village.

Should Resident wish to express a grievance, or to dispute an action taken directly related to him/her by Day Brook Village, Resident shall follow the formal procedure described below:

1. Contact the Executive Director.
2. Complete a written statement which describes as fully as possible the nature of the issue and the outcome desired.
3. The Executive Director will work with Resident and other staff, Resident's family and professionals who are involved, as appropriate, to address the grievance consistent with Day Brook Village's Mission and its responsibilities under this Agreement (the "Review Standard"). A written response to the grievance shall be delivered to Resident as soon as practical (normally within 10 days).
4. If Resident is not satisfied with the response offered by the Executive Director, Resident may submit the written grievance to the President & CEO of Holyoke Retirement Community, Inc. (the "President").
5. The President & CEO will appoint a Committee composed of: two staff members of Day Brook Village, one of whom is the Executive Director; one member of the Board of Directors; and another Resident, chosen by Resident submitting the grievance. If Resident is not deemed competent to choose a representative, the Executive Director will appoint a designated person. The President & CEO will vote only in the case of a tie.
6. The Committee will consider all relevant information regarding Resident's grievance and, applying the Review Standard, will reach a determination by majority ruling.
7. The decision of the Committee is final and binding upon Day Brook Village and Resident.
8. Failure by Resident to accept the decision of the Committee shall constitute a voluntary termination of the Residency and Care Agreement.
9. Matters relating to Resident transfers to Assistance-in-Living, the Skilled Nursing Center or another facility and/or the need for additional services shall be addressed in accordance with Exhibit 4 and not by this process.

EXHIBIT 6

DISCLOSURE STATEMENT

This Disclosure Statement is prepared pursuant to Massachusetts General Laws, Chapter 93, Section 76, by Holyoke Retirement Community, Inc., hereafter referred to as "Provider", relating to the continuing care retirement community facility known as Day Brook Village Senior Living, located at 298 Jarvis Avenue, Holyoke, Massachusetts 01040, and is incorporated by reference into the Residency and Care Agreement between Provider and Resident(s), as it may be amended and restated from time to time.

1. Name and Business Address of Provider:

Holyoke Retirement Community, Inc.
75 North Street, Suite 210
P. O. Box 2489
Pittsfield, MA 01202-2489

Provider is a Massachusetts corporation incorporated under the provisions of Massachusetts General Laws Chapter 180 (a non-for-profit corporation). Provider owns and operates the continuing care retirement community known as "DAY BROOK VILLAGE SENIOR LIVING".

2. Officers and Trustees of Provider:

A list of the current Officers and Trustees of Provider is contained in Exhibit A attached hereto. Except as specifically stated therein, the only occupation with Provider of each person listed is that of serving as volunteer without compensation in the capacity indicated by the position shown.

3. Description of Provider's Business Experience:

Provider was incorporated in May 2017 for the purpose of operating a continuing care retirement community including Independent Living Apartments, transition to Assistance-in-Living Apartments, and Skilled Nursing Center services. Provider acquired Day Brook Village Senior Living from The Loomis Communities, Inc. and Loomis House, Inc. in November 2017. Day Brook Village Senior Living is the second continuing care retirement community operated by Provider. The Board of Trustees of Provider is comprised of individuals who have extensive experience in finance, business, social services, hospital administration and programs serving seniors.

Day Brook Village Senior Living is managed by a Massachusetts not-for-profit corporation, Integritus Healthcare, Inc.

4. Statement of Affiliation:

The sole corporate member of Provider is a Massachusetts not-for-profit corporation, with its principal office in Pittsfield, Massachusetts. Integritus Healthcare, Inc. through its subsidiaries and affiliates, operates 15 skilled nursing facilities located throughout Massachusetts, Kimball Farms continuing care retirement community in Lenox, Massachusetts, Linda Manor assisted living facility in Northampton, East Longmeadow Memory Care Assisted Living in East Long Meadow, Massachusetts and hospice organizations in Berkshire and Franklin Counties, Massachusetts. Provider, however, is solely responsible for the financial and contractual obligations of Day Brook Village.

EXHIBIT A TO DISCLOSURE STATEMENT

OFFICERS AND TRUSTEES OF HOLYOKE RETIREMENT COMMUNITY, INC.

<u>Name</u>	<u>Title</u>
William C. Jones, Jr.	President, CEO and Trustee*
Marcie Jo Gingras	Clerk*
Joel Feinman	Trustee
Michael Christopher	Trustee
Richard Herrick	Trustee
Bruce Auerbach MD	Trustee
Robin McGraw	Trustee
Eileen Myers	Trustee
David E. Phelps	Trustee
Carol Riordan	Trustee
Jerome Anderson	Trustee
John O'Brien	Trustee
Gerald Burke	Trustee

FeeSchedule

EXHIBIT 7

INDEPENDENT LIVING APARTMENTS - 2026

Apartment Type	Sq. Ft. Area	# of Rooms	Entrance Fee (1% Declining Refundable)	Monthly Service Fees (First Person)
A	270	Studio	\$9,450	\$2,682
B	335	Studio	\$12,350	\$2,921
D	368	Studio	\$13,600	\$3,023
E	425	1 Bed / 1 Bath	\$14,450	\$3,090
C	476	1 Bed / 1 Bath	\$18,900	\$3,418
AA	540	1 Bed / 1.5 Bath	\$22,050	\$3,689
G	557	1 Bed / 1 Bath	\$20,550	\$3,810
H	563	1 Bed / 1 Bath	\$20,550	\$3,810
AB	605	1 Bed / 1.5 Bath	\$24,400	\$3,893
AD	638	1 Bed / 1.5 Bath	\$25,200	\$4,123
J	641	1 Bed / 1 Bath	\$23,100	\$4,070
BC	811	2 Bed / 1.5 Bath	\$33,600	\$4,571
EE	850	2 Bed / 2 Bath	\$28,900	\$4,137
ABA	895	2 Bed / 3 Bath	\$33,850	\$4,935

NOTES: Second Person Monthly Service Fee - \$1,100 additional

The Entrance Fee is a "1% declining refundable" type paid at the time of admission. The value of the refund to the resident declines by 1% per month for a 100-month period (8 1/3 years). The unamortized portion is refunded if a resident leaves during that time. If a resident remains longer than 8 1/3 years, there is no refund.

FeeSchedule

EXHIBIT 8

ASSISTANCE - IN - LIVING 2026

<u>Apartment Type</u>	<u>Sq. Ft. Area</u>	<u>Style</u>	<u>Entrance Fee (90% Refundable)*</u>	<u>Monthly Service Fees (First Person)</u>
F	225	Studio	\$17,750	\$5,453
F-1	304	Studio	\$18,000	\$5,531
F-2	361	Studio	\$18,500	\$5,633
F-3	434	1 Bed 1 Bath	\$20,025	\$6,173

NOTE: Second Person Monthly Service Fee - \$1,,848 additional

* The Entrance Fee is "90% Refundable" and paid prior to admission. Residents transferring from Independent Living do not pay a new Entrance Fee.

**EXHIBIT 9
FEES FOR ADDITIONAL SERVICES**

COMPLETE RESIDENT AND GUEST MEALS	
Breakfast	\$8.00
Lunch	\$12.75
Dinner	\$16.00
Brunch / Holiday	\$24.95
A la cart pricing is available.	

MEAL CREDITS	
Independent Living	\$8.00 per day
Assistance-in-Living	\$12.50 per day
Meal credits take effect after five consecutive days away from campus	

MEALS – MONTHLY PLANS	
Breakfast and Lunch daily	\$450 per month
Breakfast daily	\$195 per month
Lunch daily	\$280 per month

MEAL DELIVERY CHARGES	
Six free non-medical tray deliveries per month No charge with administrative approval. \$8.25 charge without authorization	

GUEST ACCOMMODATIONS	
Guest Room	\$85.00 per night
Cot Charge	\$9.75 for first night; \$5.30 each additional night
All guests checking out AFTER 10:00 a.m. will be charged an additional night.	

HEALTH SUPPORT SERVICES	
Nurse Consultation	\$72.00 per hour
Resident Assistant	\$32.00 per hour
Dietitian	\$68.00 per hour
Services billed in 15-minute increments, with a 15-minute minimum	

INDEPENDENT LIVING - HEALTH SUPPORT SERVICES PLANS	
Medication Management (SAMM)	\$8 per visit
Nurse Care Coordination	\$288 per month
Basic Support, 30 minutes per day	\$480 per month
Personal Support (Level I), 1 hour per day	\$960 per month
Enhanced Support (Level II), 2 hours per day	\$1920 per month

HOUSEKEEPING SERVICES	
\$32.00 per hour	
Services billed in 15-minute increments, with a 15-minute minimum	

INTERNAL MOVE CHARGE	
\$4,000	

LAUNDRY SERVICES	
\$16.00 per load, Resident provides own laundry detergent/supplies	

HANDYMAN SERVICES

Handyman Services After Move-in	First two hours FREE OF CHARGE (to be used within first six months of residence)
Requested Handyman Services	\$40.00 per hour plus materials (billed in 15-minute increments with a 15-minute minimum)

MISCELLANEOUS SERVICES

Apartment Key Replacement	\$15.00 per key
Exterior Door Key Replacement	\$18.00 per key
Light Bulbs	Prices provided by Maintenance Dept.

SECRETARIAL SERVICES

Typic Service	\$40.00 per hour (billed in 15-minute increments with a 15-minute minimum)
Copy Services	15¢ per page
Domestic Fax	15¢ per page
International Fax	\$6.90 for first page \$2.45 for each additional page

TRANSPORTATION SERVICES

Medical Appointments	No charge for appointments scheduled according to transportation guidelines.
Non-medical Transportation Services	Please see Receptionist for scheduling. Fees may apply.
Cancellation Fee	\$14.00 (for appointments canceled with less than 24 hours notice)