Woodlawn Commons

Assisted Living Residence
and
Enhanced Assisted Living Residence
Residency Agreement

Revised 8/23

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ENRICHED HOUSING PROGRAM RESIDENCY AGREEMENT

This agreement is made between **Woodlawn Apartments, Inc. dba Woodlawn Commons** (the "Operator"), _____ (the "Resident" or "You"), (the "Resident's Representative", if any) and (the "Resident's Legal Representative", if any).

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate at 156 Lawrence Street, Saratoga Springs NY, 12866 an Assisted Living Residence known as Woodlawn Commons and as an Enriched Housing Program.

Select all that apply:

☐ The Operator does not have any additional certifications at this location.

☒ The Operator is certified to operate, at this location, an Enhanced Assisted Living Residence.

☐ The Operator is certified to operate, at this location, a Special Needs Assisted Living Residence.

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

AGREEMENTS

I. Housing Accommodations and Services

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

A. Housing Accommodations and Services

1. Your Living Space: You may occupy and use a

☒ private or ☐ semi-private living space

as identified on Exhibit I.A.1, subject to the terms of this Agreement.

2. Common areas: Pursuant to regulation at Title 18 of New York Codes, Rules, and Regulations, at Section 485.14(b), coupled with federal regulation at Title 42 of the Code of Federal Regulations Section 441.301(c)(5), for at least ten (10) hours per day, between the hours of 5:00 AM and 10:00 PM you will be provided unrestricted access to common areas at Woodlawn Commons. Specifically, you will be provided with unrestricted access the following general-purpose rooms:

Activity Room, Saratoga Room, Arts and Crafts Room, and Conference Room, and Great Room.

☒ Unrestricted access to at least one general purpose room is accessible 24 hours per day, seven days a week.

3. Furnishings/Appliances Provided by The Operator: Attached as Exhibit I.A.3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your living space.

4. Furnishings/Appliances Provided by You: Attached as Exhibit I.A.4. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by You in Your living space. Such Exhibit also contains any limitations or conditions concerning what type of appliances are not permitted (e.g., due to amperage concerns, etc.).

B. Basic Services

Pursuant to regulation at Title 18 of New York Codes, Rules, and Regulations ("18 NYCRR"), Section 488.7, the following services ("Basic Services") will be provided to you, in accordance with your Individualized Services Plan.

1. Meals and Snacks: Three (3) nutritionally well-balanced meals per day are included in Your Basic Rate, pursuant to 18 NYCRR §488.8. The following modified diets will be available to You if ordered by Your Physician and included in Your Individualized Service Plan:

- No Added Salt

- No Concentrated Sweets

- Food and Drink are available to You 24 hours per day, seven days a week in the following way(s):
    - Food and Drink may be stored in the apartment in both cabinets and on-site refrigerator/freezer unit provided in each apartment

2. Activities**:** Pursuant to Title 18 of New York Codes, Rules and Regulations at Section 488.7(f), the Operator will provide an organized and diverse program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of Woodlawn Commons.

3. Housekeeping*:* Pursuant to Title 18 of New York Codes, Rules and Regulations at Section 488.7(g), the Operator will provide the following housekeeping services:
    - Full room cleaning once per week, with additional services provided on an as needed/as requested basis

4. Linen Service**:** When not supplied by the Resident, the Operator will provide a minimum of two (2) sheets; one (1) pillowcase, one (1) pillow, at least one (1) blanket, one (1) bedspread, and towels and washcloths, all clean and in good condition pursuant to Title 18 of New York Codes, Rules, and Regulations at Section 488.11(f)(4)(v).

5. Laundry of your personal washable clothing: The Operator will provide the following laundry services:

- Laundry of personal washable clothing will be provided once a week to each resident, with additional services available as needed/as requested.

6. Supervision on a 24-hour Basis**:** Pursuant to Title 10 of New York Codes, Rules, and Regulations (NYCRR) Section 1001.10(g), the Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) and the other components of supervision as specified in law and required by the New York State Department of Health.

7. Case Management: Per Title 10 of New York Codes, Rules, and Regulations (NYCRR) Section 1001.10(i) and Title 18 NYCRR Section 488.7(e), the Operator will provide case management services in accordance with law. Such case management services will be delivered by appropriate staff and include identification and evaluation of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

8. Personal Care**:** Pursuant to Title 18 of New York Codes, Rules, and Regulations ("18 NYCRR") at Sections 488.7(c) and 488.9(e)(2), the Operator will provide sufficient staff to perform personal care, including:

- Wellness checks such as weight and blood pressure monitoring; and
- Basic assistance with personal care including some assistance with bathing, grooming, dressing, toileting *(if applicable),* ambulation *(if applicable*), transferring (*if applicable*),

feeding, medication acquisition, storage and disposal, and assistance with self-administration of medication.

9. Development of Individualized Service Plan: An Individualized Service Plan will be developed to address the resident's needs per Public Health Law Section 4659 and regulation at Title 10 of New York Codes, Rules, and Regulations at Sections 1001.2(k), 1001.7(k), and 1001.10(c). This plan will be reviewed and revised every six (6) months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing care needs.

C. Licensure/Certification Status

Per regulation at Title 10 of New York Codes, Rules and Regulations at Section 1001.8(f)(4)(iv), a listing of all providers offering home care or personal care services under an arrangement with the Operator, and a description of the licensure or certification status of each provider is set forth in Exhibit I.D. of this Agreement. Such Exhibit will be updated as frequently as necessary.

II. Disclosure Statement

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4) and (5), Woodlawn Commons, Inc. dba Woodlawn Commons as Operator of Woodlawn Commons, hereby discloses the following, as required by Public Health Law Section 4658(3).

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

2. Woodlawn Commons, Inc. dba Woodlawn Commons is licensed by the New York State Department of Health to operate Woodlawn Commons at 156 Lawrence Street, Saratoga Springs NY, 12866 an Assisted Living Residence as well as an Enhanced Assisted Living Residence Program.

Select all that apply:

☐ The Operator does not have any additional certifications at this location.

☒ The Operator is certified to operate, at this location, an Enhanced Assisted Living Residence.

☐ The Operator is certified to operate, at this location, a Special Needs Assisted Living Residence.

This additional certification (or these additional certifications) may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in Woodlawn Commons 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 fifteen (15) persons.

The Operator will post prominently in Woodlawn Commons, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services and/or Special Needs Assisted Living programs.

It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Enhanced Assisted Living Services or Special Needs Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living unit (or program). If, however, such units are at capacity and there are no vacancies, the Operator will assist You and Your representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements.

If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your living space within Woodlawn Commons.

Following is a list of other health related licensure or certification status of The Operator or others providing services at Woodlawn Commons:

- Limited Services Laboratory
- Controlled Substances

3. The owner of the real property upon which Woodlawn Commons is located is The Wesley Community. The mailing address of such real property owner is 131 Lawrence Street, Saratoga Springs NY, 12866. The following individual is authorized to accept personal service on behalf of such real property owner: Chief Executive Officer, 131 Lawrence Street, Saratoga Springs NY, 12866.

4. The Operator of Woodlawn Commons is Woodlawn Commons, Inc. dba Woodlawn Commons. The mailing address of the Operator is 156 Lawrence St, Saratoga Springs NY, 12866. The following individual is authorized to accept personal service on behalf of the Operator: Director of Assisted Living, 156 Lawrence Street, Saratoga Springs NY, 12866.

5. List any ownership interest in excess of ten percent (10%) on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of Woodlawn Commons.

None

6. List any ownership interest in excess of ten percent (10%) (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of Woodlawn Commons, in the Operator.

None

7. Outside Providers:

The Facility will:

1. Provide, without charge, space for residents to meet in privacy with outside licensed vendors.
2. Not inhibit access to individual residents who request services by outside licensed vendors.
3. Identify residents in need of services and assist outside licensed vendors in establishing a relationship with such residents.
4. Work with outside vendors in executing a plan for service for individual residents
5. Assist in arranging for transportation, as necessary, to ensure that residents are able to attend required services provided in an external location.

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

9. Public Funds – Public Funds outside of Veterans Affairs Aid and Attendance are not available for services.

10. The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by the Operator is 1-866-893-6772.

11. The New York State Long Term Care Ombudsman Program (LTCOP) provides a toll-free number 1-855-582-6769 to request an Ombudsperson to advocate for the resident. The Local LTCOP telephone number is ***Insert LTCOP Telephone Number***. The New York State LTCOP web site is www.ltcombudsman.ny.gov.

12. Fees

A. Basic Rate

1. Flat Fee Arrangements

The

(Select all that apply)

☐ Resident ☐ Resident's Representative ☐ Resident's Legal Representative

☐ Other, please specify:

agree that they will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I. B. of this Agreement (*the "Basic Rate").* The Basic Rate as of the date of this agreement is ($5250 per month) or ($175 per day).

2. Tiered Fee Arrangements

Any "Tiered" fee arrangements, in which the amount of the Monthly Rate depends upon the types of services provided, the number of hours of care provided per week for some type of service and the fees for each "tier" of care, are set forth in detail in Exhibit III.A.2. and made a part of the Agreement. Such Exhibit describes the types of services provided, the number of hours of care provided per week for such service, the fees for each "tier" of care, and describes who will be providing care, if other than staff of the Operator.

Woodlawn Commons

☒ does ☐ does not utilize tiered fee arrangements.

B. Supplemental, Additional or Community Fees

Pursuant to Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4), the Residency Agreement includes a description of supplemental, additional, or community 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, or charges.

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

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

Any charges for supplemental or additional fees by the Operator shall be made only for services and supplies that are actually supplied to the Resident. A Community fee is a one-time fee that the Operator may charge at the time of Admission. A Community fee cannot be used to cover administrative costs required by the Operator including, but not limited to, an application fee. The Operator must clearly inform the prospective Resident what the amount of the Community fee will be as well as any terms regarding refund of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may choose whether to accept the Community fee as a condition of residency in Woodlawn Commons, or to reject the Community fee and thereby reject residency at Woodlawn Commons.

C. Rate or Fee Schedule

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

D. Billing and Payment Terms

In accordance with Title 10 of New York Codes, Rules and Regulations, Section 1001.8(f)(4)(xiv), the following information is presented.

Payment is due by 10th day Each Month and shall be delivered to Billing, 131 Lawrence Street, Saratoga Springs NY, 12866. If a payment is not received within five (5) days of the due date, a late fee of 1.25% per month (15% per annual, maximum) will be charged.

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 Facility will assist the family in finding suitable alternative placement for the Resident. Please refer to Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xv).

Such procedures are in accordance with the provisions regarding termination of the agreement set forth in Section XIII.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

1) Per Title 10 of New York Codes, Rules, and Regulations, section 1001.8(b)(2)(xvi), You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, except in the following circumstances:

a) If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.

b) If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written notice.

c) In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

2) Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator, once You have been admitted as a Resident.

F. Bed Reservation

The following is provided in accordance with Tittle 18 of New York Codes, Rules, and Regulations at Section 488.5(c)(7)(xvii).

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is $5250 per month. (The total of the daily rate for a one-month period may not exceed the established monthly rate). The basic length of time the space will be reserved is one month, with the ability to reserve additional time as needed at the basic monthly rate.

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

III. Refund/Return of Resident Monies and Property

The following is provided pursuant to Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xvi).

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 Your payment and personal allowance accounts at Woodlawn Commons.

The Operator must also return at the time of Your discharge, but in no case more than three (3) business days after Your discharge, any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis or a per diem proration any advance payment(s) which You have made.

If You die, the Operator must turn over Your property to the legally authorized representative of Your estate.

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

IV. 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 agreement a listing of the items given or to be transferred. Such listing is attached as Exhibit V and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

V. Temporary Hold of Property or items of value held in the Operator's custody for You

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

VI. Fiduciary Responsibility

If the Operator assumes management responsibility over Your funds, the Operator shall maintain such funds in a fiduciary capacity to You. Any interest on money received and held for You by the Operator shall be Your property. Please refer to Title 10 of New York Codes, Rules, and Regulations at Section 1001.9.

VII. Tipping

The Operator must not accept, nor allow Residence staff or agents to accept, any tip of gratuity in any form for services provided or arranged for as required by statute, regulation, or agreement.

VIII. Personal Allowance Accounts

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

Safety Net Assistance (SNA) provides cash assistance to eligible individuals who meet specific criteria. SNA information is available online at https://otda.ny.gov/programs/temporary-assistance/.

The Operator agrees to offer to establish a personal allowance account for any Resident who receives either SSI or 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 SSI or SNA funds.

You must complete the following:

☐ I receive SSI funds OR ☐ I have applied for SSI funds

☐ I receive SNA funds OR ☐ I have applied for SNA funds

☐ I do not receive either SSI or SNA funds

If You have a signatory to this agreement besides Yourself and if that signatory does not choose to place Your personal allowance funds in a Residence-maintained account, then that signatory hereby agrees that they will comply with the SSI or SNA personal allowance requirements.

Please refer to Title 18 of New York Codes, Rules, and Regulations at Sections 485.12, 488.5(c)(7)(xi), 488.6, and 488.10(f).

IX. Admission and Retention Criteria for an Assisted Living Residence

The following is made known per Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xii).

Under the law which governs Assisted Living Residences (Public Health Law Article 46-B), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. An operator shall not exclude an individual on the basis of an individual's mobility impairment, and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with federal, state, and local laws.

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

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

C. 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.

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

E. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.

F. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:

- chronically require the physical assistance of another person in order to walk; or
- chronically require the physical assistance of another person to climb or descend stairs; or
- are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
- have chronic unmanaged urinary or bowel incontinence.

G. 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 the conditions stated in the Enhanced Assisted Living Residence Addendum.

X. Rules of the Residence (if applicable)

Attached as Exhibit XI and made part of this Agreement are the Rules of the Residence. By signing this Agreement, You and Your representative(s), as applicable, agree to obey all Rules of the Residence.

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

You, or Your Representative or Legal Representative, to the extent specified in this Agreement,

are responsible for the following:

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

2. Supply of personal clothing and effects.

3. Payment of all medical expenses including transportation for medical purposes, except when payment is available under Medicare, Medicaid or other third-party coverage.

4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.

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

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

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

Items 1-6 listed above.

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

Items 1-6 listed above.

XII. Termination and Discharge

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xiii), this Residency Agreement and residency in Woodlawn Commons may be terminated in any of the following ways:

1. By mutual, written agreement between You and the Operator;

2. Upon 30 days' written notice from You or Your Representative to the Operator of Your intention to terminate the Agreement and leave the facility;

3. Upon 30 days' written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this agreement as the responsible party and/or any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and if You object to the termination, termination is permissible only if the Operator initiates a proceeding in a court of competent jurisdiction and that court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which Woodlawn Commons is

not permitted by law or regulation to provide;

2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;

3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty (30) day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.

4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of Woodlawn Commons;

5. The Operator has had their operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;

6. A receiver has been appointed pursuant to Section 461-f of the New York

State Social Services Law and is providing for the orderly transfer of all residents in Woodlawn Commons to other residences or is making other provisions for the Residents' continued safety and care.

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

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

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

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

The Operator must assist You if the Operator proposes to transfer or discharge You to the extent necessary to assure Your placement in a care setting which is adequate, appropriate, and consistent with Your wishes.

XIII. Transfer

Notwithstanding the above, an Operator may seek appropriate evaluation and assistance and may arrange for Your transfer to an appropriate and safe location, prior to termination of a Residency Agreement and without thirty (30)-days' written notice or court review, for the following reasons:

1. When You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;

2. In the event that Your behavior poses an imminent risk of death or serious physical injury to Yourself or others; or

3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in Woodlawn Commons to other residences or is making other provisions for the Residents' continued safety and care.

If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except

that the written notice of termination must be hand delivered to You at the location to which You have been transferred. If such hand delivery is not possible, then the notice must be given by any of the methods provided by New York law for personal service upon a natural person.

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

XIV. Resident Rights and Responsibilities

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

XV. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in Woodlawn Commons' operations and programs are attached as Exhibit XVI and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of Woodlawn Commons. Please refer to regulation at Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(x).

The Operator agrees that the Residents of Woodlawn Commons 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 such Residents' Organization and to provide a written report to the Residents' Organization that addresses the same.

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

XVI. Miscellaneous Provisions

1. This Agreement constitutes the entire Agreement of the parties.

2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.

3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of Woodlawn Commons 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 that is required by statute or regulation shall be null and void.

XVII. Agreement Authorization

We, the undersigned, reflect all parties to be charged under this Agreement per Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(2)(i), have read this Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Dated:_____ _____
(Signature of Resident)

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

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

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

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, provide to You, that are not covered by the Basic Rate:

Insert all non-covered services for which the Guarantor is responsible for payment.

_____ _____

Date Guarantor's Signature

_____

Guarantor's Name (Print)

Guarantor of Payment of Public Funds

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

_____ _____

Date Guarantor's Signature

_____

Guarantor's Name (Print)

EXHIBIT I.A.1. IDENTIFICATION OF LIVING SPACE

RESIDENT NAME:_____

UNIT #.:_____ UNIT TYPE:_____

UNIT LOCATION:_____

UNIT DESCRIPTION:_____

_____

_____

_____

_____

_____

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

As a resident of an Enriched Housing Program, in accordance with Section 488.11(f) of Title 18, New York Codes Rules, and Regulations, the Operator will provide you with:

- Basic furniture and household items, appropriate to size and function and intended for common use;
- a standard single bed in good repair, a chair, a lamp:
- lockable storage facilities for personal articles and medication, which cannot be removed at will if the individual room or apartment is not lock-equipped;
- individual dresser and closet space for the storage of clothing;
- household supplies and equipment including soap and toilet tissue;
- shaded light fixtures;
- one telephone;
- dishes, glasses, utensils, table;
- access to radios and television sets; and
- household linens including at minimum, a pillow, pillowcase, two sheets, blankets, a bedspread, towels, and washcloths.

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

Residents are allowed to bring the items below. Check all those that will be furnished by You.

☐ Bed

☐ Nightstand

☐ Drawer

☐ Chair

☐ Bed Linen

☐ Pillow

☐ Bed Spread

☐ Bath Linens

☐ Wastebasket

☐ Couch/Loveseat

☐ Easy Chair

☐ Table

☐ Other:_____

☐ Other:_____

Residents are **NOT ALLOWED** to bring the items below:

Heat generating appliances (such as coffee maker)	

EXHIBIT I.B. ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

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

Item:	Additional Charge:	Provided By:
Food Service:		
Guest Meals	$ Rates per meal	Operator
Guest meals for aides/companions: If you have a paid private aide or other companion that lives with you a guest meal package is available that includes one meal per day	$ Rates per meal	Operator
Catering and Special Events	$ Rates per event cost basis	Operator
Other, specify:	$	
Wellness:		
Pendant Replacement (optional)	$ Rate per cost basis	Vendor of Resident's Choice
Medical Transport *Medical Transportation charges included here are those over and above Medicare, Medicaid, and Third-Party Payment*	$25 per hour	
Other, specify:	$	
Housekeeping & Maintenance:		
Carpet Cleaning: Spot Only (beyond normal maintenance)	$50	Operator
Carpet Cleaning: Additional Shampooing (beyond normal maintenance)	$100	Operator
Internal move/transfer to another apartment fee: If a resident chooses to move to another apartment, an internal move fee will be charged. No fee is charged if the move is required.	$500	Operator
Key replacement	$10	Operator

Pet Fee (check all that apply) ☐One-Time ☐Monthly ☐Refundable ☐Non-Refundable	$Not applicable	Operator
Utilities		
Local & long distance telephone service	Rates per cost basis	Arranged by Resident with service provider
Cable television – Basic services included; additional channels not included.	Rates per cost basis	Arranged by Resident with service provider
Miscellaneous		
Salon and spa	Rates quoted in Beauty Shop	Beautician
Dry Cleaning	Per cost basis	Vendor of Resident's Choice
Transportation to Community Events/Cultural Activities	Per event basis	

* Please note that Operator can provide you with additional services at fees to be determined at the time the service is requested or Operator can help you locate someone in Woodlawn Commons to help you. Please note that these prices are subject to change from time to time.

EXHBIT I.C. LICENSURE/CERTIFICATION STATUS OF PROVIDERS

☒ At this time there are no 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 provide by the operator and the additional nursing, medical and /or hospice services.

EXHIBIT III.A.2. TIERED FEE ARRANGEMENTS

All residents receive Basic Services in addition to their Housing Accommodations as part of their Basic Rate. Basic Services include reminders (e.g., meals, showers, etc.); wellness checks such as weight and blood pressure monitoring; intermittent assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting *(if applicable),* ambulation *(if applicable*), transferring (*if applicable*), medication acquisition, storage and disposal, assistance with self-administration of medication, scheduled transportation, scheduling and coordinating medical appointments, consultant dietician, and case management services.

Woodlawn Commons ☒ does ☐ does not utilize tiered fee arrangements.

Tiered Fees are determined by a comprehensive assessment by a licensed representative of the Community, in consultation with Your physician, during the following events: prior to move-in; whenever there are significant changes in Your needs; upon Your physician's request; and every 6 months after your move-in. If the comprehensive assessment indicates that you require services in excess of the basic personal care level, You will be placed in the appropriate Tier for your level of care and you will be required to pay the associated additional fees, as follows:

Tier	Services	Monthly Rate
Level I-Basic Care	Reminders (e.g., meals, showers, etc.); wellness checks such as weight and blood pressure monitoring, short-term as needed; intermittent assistance with Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting *(if applicable),* ambulation *(if applicable*), transferring (*if applicable*), medication acquisition, storage and disposal, assistance with self- administration of medication, scheduled transportation, scheduling and coordinating medical appointments, consultant dietician, and case management services.	Beginning at $5680
Level II	All Services provided in the Basic Rate, plus additional services outlined in agreement to include: Assistance with bathing and/or supervision with bathing as needed, daily assistance with dressing and grooming, as needed, daily staff interventions for direction or supervision, intermittent assistance with toileting and/or incontinence care, increased case management services, up to 3 hours per week, preparation for medically necessary off-site procedures, and meal assistance requiring cueing and/or giving direction.	Beginning at $6490

Level III-EALR Only	All Services provided in the Basic Rate, and Level II, plus additional services outlined in agreement as follows: Daily assistance to meals and activities, daily assistance with toileting/incontinence care, meal assistance requiring hands on direction with utensils (not to include feeding), 1-2 person assist, stand/pivot including gait belt, slide board, disc, and excluding mechanical lifts, vital sign monitoring, oxygen management, assistance with nebulizer treatments, diabetic management including finger sticks and insulin management, ear/eye drop instillation, chronic wound care (up to but not including Stage II-an open wound below the first layer of skin resembling an open sore or ulcer), assistance with CPAP or BiPAP breathing device, clean dressing changes, prevention of skin issues due to pressure, moisture, shear, friction, or trauma, and nursing assessment.	Beginning at $8230

EXHIBIT III.B. SUPPLEMENTAL, ADDITIONAL, OR COMMUNITY FEES

Community Fee: A one-time, non-refundable fee of $500.00 will be charged at the time of lease signing.

Additional Fee: A one-time security deposit of $1,200.00 will be charged at the time of move-in. This fee or any remaining portion of it would be refundable upon a signed voluntary termination of residency document and only after any outstanding balances are paid in full.

Supplemental Fee: A non-refundable apartment transfer fee of $500.00 will be charged when You move to a new apartment within the Residence and the move was at Your request or that of Your Resident Representative or Your Legal Representative. When an apartment transfer is done at the request of the Operator, there will be no charge to the resident.

Key Fee: If You need an additional key to Your apartment or mailbox, Woodlawn Commons will charge a $10 security deposit fee for each key.

Upon discharge, the security deposit fee will be refunded upon receipt of each key.

EXHIBIT III.C. RATE OR FEE SCHEDULE

RESIDENT NAME:_____ **UNIT #:**_____

A. Your Basic Rate (Housing Accommodations and Services + Basic Services)	**$**

The Basic Rate includes costs associated Housing Accommodations and Basic Services as outline

Section 1.A and B of this Agreement. Fees associated with this Basic Rate are outlined below:

Housing Accommodations and Services: $_____

Living Space	Monthly Fee
☐ *include the type of living space (ie, 1 bedroom, private) with square footage.*	$
☐	$
☐	$
☐	$

Basic Services: $_____

Including wellness checks such as weight and blood pressure monitoring; intermittent assistance

Activities of Daily Living (ADLs): bathing, grooming, dressing, toileting (if applicable), ambulatio

applicable), transferring (if applicable), medication acquisition, storage and disposal, and assistance

self- administration of medication.

B. Your Tiered Billing Rate	**$**

Woodlawn Commons ☒ does ☐ does not utilize tiered fee arrangements.

The assessment conducted, in consultation with Your Physician has determined that the following Lev

Care is appropriate to provide You with the services You need. You, Your Representative, or Your L

Representative agree to pay the additional fees required.

Level of Care:_____

Monthly Rate: _____

C. Your Supplemental or Additional Fees	**$**

You have opted to receive the following supplemental or additional fees, outlined in Exhibit III.B:

YOUR TOTAL MONTHLY RATE $

Your Basic Rate + Your Tiered Billing Rate + Your Supplemental or Additional Fees

Community Fee: $ 500

Woodlawn Commons ☒ does ☐ does not charge a one-time Community Fee, as outlined in Exhibit III.B of this Agreement. If the facility does charge a one-time Community Fee, such Fee is due on Click or tap to enter a date.

Your Total Move-In Costs: $_____

EXHIBIT V. TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

Listed below are items (i.e. money, property or things of value) that You wish to transfer voluntarily to the Operator upon admission or at any time:

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

EXHIBIT VI. PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

Adult Care Facility Inventory of Resident Property

FACILITY NAME: _____ **OPERATING CERTIFICATE NUMBER:** _____

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

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

EXHIBIT XI

RULES OF THE RESIDENCE

1. The sidewalks, entrances, driveways, elevators, stairways, or halls shall not be blocked by any resident or used for any purpose other than entering and leaving the apartment and for deliveries in a fast and proper manner using elevators and passageways chosen for such deliveries by the operator. Neither resident, member of the resident's family, guests nor visitors shall loiter in the public halls or areas of the building.

2. Motorized wheelchairs, electric carts, bicycles or any other similar articles shall not be allowed to stand in the halls, passageways, public areas or courts of the buildings except in areas designated by the operator for such use.

3. Children who are guests of residents shall not play in the public halls, stairways or elevators.

4. The laundry and drying apparatus of the operator shall be used in such a manner and at such times as operator directs. Resident shall not dry or air clothes on the roof, balconies or patios.

5. No garbage cans, mats or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows or placed upon the exterior window sills; nor shall any linens, clothing, rugs or mops be shaken or hung from any of the windows, doors, balconies or terraces.

6. The operator may retain a pass key to the apartment. Each resident must, upon the termination of the tenancy, return to the operator all keys, either furnished to or otherwise obtained by such resident from the operator.

7. No awnings or other projections shall be attached to the outside walls, windows of the building, balconies or patios.

8. No radio, CB, television antenna or satellite dish installation shall be made without the written consent of the operator. Any such item erected on the roof, balcony, patio or exterior walls of the building without the written consent of the operator may be removed by the operator without notice and at the expense of the resident.

9. No resident shall make or permit any disturbing noise in the building by himself, his family, guests, employees or visitors, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other residents. No resident shall play upon, or allow to be played upon, any musical instrument or operate, or allow to be operated, a phonograph or radio, television receiver or any instrument above a reasonable level in the apartment if it disturbs or annoys any other occupant of

the building. Resident shall not give vocal or instrumental instruction in the apartment at any time.

10. Firearms are not permitted.

11. Any exterior decorations including those outside the resident's interior front door shall be limited to those outlined in the operator's written policy for exterior decorations.

12. Interior entrance doors to apartments may not be drilled or altered in any way that would change their effectiveness in case of fire. No cut evergreens may be hung on the interior front doors to the apartments.

13. No garbage disposals may be installed.

14. Guests on extended visits are limited to a cumulative total of three (3) weeks in every twelve (12) months. Guests shall not live in apartments temporarily vacant due to the absence of a resident except in the case of a family emergency and at the discretion of the operator.

15. Compliance with all obligations of an enriched housing program resident required by applicable New York State regulations regarding enriched housing programs.

    a) Those specific obligations placed on a resident who is capable of self-administrating medication which are:

        (i) providing the facility with a written statement from the resident's physician that the resident is capable of self-administrating medication;

        (ii) informing the facility of all medications being taken, including name, route, dosage, frequency, time and any instructions, including any contraindications indicated by the prescribing physician; and

        (iii) storing in a locked container or area which cannot be entered or removed at will, except for those kept by the resident on his/her person for emergency use.

16. No smoking allowed.

17. Store and secure pressurized oxygen cylinders as follows:

    - well ventilated area
    - next to an unheated (inside) wall
    - away from heated and hot surfaces
    - secured in either carriers, weighted base stands or appropriate rack storage

18. Compliance with the following restrictions:

- No portable electric space heaters are permitted;
- Accumulation of combustible materials is prohibited;
- Storage of flammable or other combustible liquids other than closed containers listed by an acceptable testing laboratory is prohibited;
- Cooking appliances such as toaster or toaster oven, in the resident's apartment is prohibited (other than supplied)
- Coffee makers and electric tea pots are prohibited.

EXHIBIT XV. RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

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

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

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

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

(D) EVERY RESIDENT, RESIDENT'S REPRESENATATIVE AND RESIDENT'S LEGAL REPRESENTATIVE, IF ANY, SHALL HAVE THE RIGHT TO PRESENT GRIEVANCES ON BEHALF OF HIMSELF OR HERSELF OR OTHERS, TO THE RESIDENCE'S STAFF, ADMINISTRATOR OR ASSISTED LIVING OPERATOR, TO GOVERNMENTAL

OFFICIALS, TO LONG TERM CARE OMBUDSMEN OR TO ANY OTHER PERSON WITHOUT FEAR OF REPRISAL, AND TO JOIN WITH OTHER RESIDENTS OR INDIVIDUALS WITHIN OR OUTSIDE OF THE RESIDENCE TO WORK FOR IMPROVEMENTS IN RESIDENT CARE;

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

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

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

(H) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE COURTEOUS, FAIR AND RESPECTFUL CARE AND TREATME NT AND A WRITTEN STATEMENT OF THE SERVICES PROVIDED BY THE RESIDENCE, INCLUDING THOSE REQUIRED TO BE OFFERED ON AN AS-NEEDED BASIS;

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

OPERATOR;

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

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

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

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

(N) EVERY RESIDENT SHALL HAVE THE RIGHT TO INCLUDE THEIR SIGNED AND

WITNESSED VERSION OF THE EVENTS LEADING TO AN ACCIDENT OR INCIDENT INVOLVING SUCH RESIDENT IN ANY REPORT OF SUCH ACCIDENT OR INCIDENT;

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

(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

EXHIBIT XVI. OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

Policy:

It is the policy of this facility to ensure every resident has the right to have their voice heard. We welcome all suggestions, complaints, and concerns about the facility, Your care, and Your treatment.

Procedure:

1. In an effort to keep a pleasant place to live, we would like You to share Your concerns with us. The following procedure has been developed to receive and respond to grievances and recommendations for change or improvement.
2. Resident grievance forms are available at the Front Desk and in the Activity Room for resident use.
3. If you wish to bring Your concern confidentially, You should use the form provided and place in the locked suggestion box in the Library. The response to a confidential issue will be given to the Resident Council President or designee to be read at the Resident council meeting. If You prefer to not have the response communicated to the Resident Council President or designee, please indicate that desire on the form and response.
4. At the end of the day, the Director of Assisted Living Residence or designee will empty the box and evaluate the information.
5. The Director of Assisted Living Residence in conjunction with other department directors, as necessary, will determine the best practice to address the information received.
6. Grievances and recommendations can also be made in person to the Director of Assisted Living Residence, Nurse Manager, or Activities Director.
7. An individual or group grievance may be submitted to Your Resident Council Representative or presented through the council meeting. A representative of the Resident Council may also request a private meeting with the Director of Assisted Living Residence to relay confidential recommendations or grievances. A response by the Director of Assisted Living within (10) ten business days or sooner if the issue can be quickly resolved.
8. If the individual or group would like to speak directly to the Director of Assisted Living Residence, a meeting will be scheduled to attempt to work out a solution to the concerns.
9. A resident also has the right to present grievances to the Department of Health or other government officials without fear of reprisal.
10. A list of contact numbers for Your local ombudsman and Department of Health is posted outside the Activity Room on the bulletin board.

[Attach here a printed, full version of the Consumer Information Guide: Assisted Living Residences]