

MARJORIE DOYLE ROCKWELL CENTER, INC
Assisted Living Residence

RESIDENCY AGREEMENT

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ADULT HOME RESIDENCY AGREEMENT

This agreement is made between **Marjorie Doyle Rockwell Center, Inc.**, the "Operator".
(the "Resident" or "You"), _____
_____ (the "Resident's Representative", if any) and
_____ (the Resident's Legal Representative", if any).

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate at **18 Pasinella Way, Cohoes, New York, 12047**, as an Assisted Living Residence known as **Marjorie Doyle Rockwell Center, Inc.** and as an Adult Home. 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 Residents.
- ☒ The Operator is also certified to operate, at this location, a Special Needs Assisted Living Residence.

B. You have requested to become a Resident at The Marjorie Doyle Rockwell Center and the operator has accepted your request.

AGREEMENTS

I. Housing Accommodations and Services

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

A. Housing Accommodations and Services

1. **Your Room.** You may occupy and use a
☐ private or ☐ semiprivate or ☐ deluxe room
as identified on Exhibit I.A.1., subject to the terms of this Agreement.
2. **Common areas.** Pursuant to regulation of Title 18 of New York Codes, Rules and Regulations, at Section 485.149b), coupled with federal regulation at Title 42 of the Code of Federal Regulations at Section 441.30(c)(5), for at least ten (10) hours per day, between the hours of 9:00am and 8:00 pm you will be provided unrestricted access to common area at Marjorie Doyle Rockwell Center. Specifically, you will be provided with unrestricted access to the following general-purpose rooms: lounges, porches, dining room and multi-purpose (Activity) room.

Select one:

- ☒ Unrestricted access to at least one general purpose room is accessible 24 hours per day, seven days a week.
 - ☐ Use of these general-purpose rooms outside this timeframe may be accommodated as follows:
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 space. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

B. Basic Services

Pursuant to regulation at Title 18 of New York Codes, Rules, and Regulations ("18 NYCRR"), Section 487.7, 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 and three (3) snacks per day are included in your basic rate, pursuant to 18 NYCRR s487.8.

The following modified diets will be available to you if ordered by your physician and included in your Individualized Service Plan: No additional Sodium (NAS), Low Concentrated Sweets; Mechanically Softened.

Food and Drink are available to you 24 hours per day, 7 days a week in the following way(s):

The facility will provide a variety of food and beverages, which will be available twenty-four (24) hours per day upon request and offered to residents throughout the day.

2. Activities: Pursuant to Title 18 of New York Codes, Rules and Regulations at Section 487.7(h), 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 Marjorie Doyle Rockwell Center.
3. Housekeeping: Pursuant to Title 18 of New York Codes, Rules and Regulations at Section 487.9(h) and 487.11(j), the operator will provide the following housekeeping services: vacuuming, trash collection and general housekeeping services will be provided on a weekly basis or as otherwise need in keeping with your needs.
4. Linen Service: The operator will provide a minimum of two (2) sheets; one (1) pillowcase, 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 487.11(i)(8),(9).
5. Laundry of Resident's Personal washable clothing: The operator will provide the following laundry services:

Laundrying of your personal washable clothing at least once a week and more often as necessary. You are responsible for making arrangements to have cleaned any clothing that requires dry cleaning or pressing.

6. 24-hour Supervision: Pursuant to Title 10 of New York Codes, Rules and Regulations (NYCRR) Section 1001.10(g) and Title 18 NYCRR Section 487.7(d), the operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law and required by New York State Department of Health. Such supervision does not include one-on-one continuous supervision.
7. Case Management: Per Title 10 of New York Codes, Rules and Regulations (NYCRR) Section 1001.10(i) and Title 18 NYCRR Section 487.7(g), the operator will provide appropriate staff to 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 Services: Pursuant to Title 18 of New York Codes, Rules, and Regulations at Section 487.9(g)(2), the operator will provide a minimum of three and three-quarter (3.75) hours per week of personal care services including:
 - Wellness checks such as routine weight checks
 - Basic assistance with personal care including some assistance with bathing, grooming, dressing, toileting (*if applicable*), ambulation (*if applicable*), transferring (*if applicable*), medication acquisition, storage and disposal, 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. Additional Services

Exhibit I.C., attached to and made a part of this Agreement, describes in detail, any additional services or amenities available for an additional or supplemental fee from the operator. Such exhibit states who would provide such services or amenities, if other than the operator.

D. 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), Marjorie Doyle Rockwell Center, Inc. hereby discloses the following, as required by Public Health Law Section 4658(3).

1. Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D-1 of this Agreement.
2. Marjorie Doyle Rockwell Center, Inc. is licensed by the New York State Department of Health to operate at 18 Pasinella Way, Cohoes NY 12047 as an Assisted Living Residence as well as an Adult Home.

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 reside in Marjorie Doyle Rockwell Center and to receive Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

The Operator is currently approved to provide:

Special Needs Assisted Living services for up to a maximum of 52 persons.

The Operator will post prominently in Marjorie Doyle Rockwell Center, on a monthly basis, the then-current number of vacancies under its Special Needs Assisted Living programs.

It is important to note that The Operator is currently approved to accommodate within Special Needs Assisted Living programs only up to the numbers of persons stated above.

If you become known appropriate for Special Needs Assisted Living Services, and one of those units is available, you will be eligible to be admitted into the 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 Special Needs Assisted Living Residence program within this Residence, it may be necessary for you to change your living space within **Marjorie Doyle Rockwell Center, Inc.**

Following is a list of other health related licensure or certification status of the Operator or others providing services at Memory Care at Marjorie Doyle Rockwell Center: None.

1. The owner of the real property upon which Marjorie Doyle Rockwell Center is located is Marjorie Doyle Rockwell Center, Inc. The mailing address of such real property owner is 18 Pasinella Way, Cohoes NY 12047.
2. The Operator of Marjorie Doyle Rockwell Center is Marjorie Doyle Rockwell Center, Inc. The mailing address of the Operator is 18 Pasinella Way, Cohoes NY 12047. The following individual is authorized to accept personal service on behalf of the Operator:

Jenna Malone, RN Director, Marjorie Doyle Rockwell Center, 18 Pasinella Way, Cohoes, NY 12047.

3. List any ownership interest in excess of ten percent (10%) on the part of the Operator (whether a legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of Marjorie Doyle Rockwell Center: None.
4. 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 Marjorie Doyle Rockwell Center: None.
5. Outside Providers: All Residents have the right to receive services from any provider authorized by law to provide such services, regardless of whether the Operator of this Residence has an arrangement with the provider, so long as these services are delivered in compliance with all applicable laws and regulations and can be coordinated with the Resident's other services.
6. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.

9. Public Funds: Public Funds may be used for payment for residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services. However, the facility does not accept the amount covered by public funds as payment in full of its rate.
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 (NYSLTCOP) provides a toll-free number 1-855-582-6769 to request an Ombudsperson to advocate for the resident. The Local LTCOP telephone number is 914-345-5900 ext. 7522. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

III. Fees

A. Basic Rate

Select all that apply

- ☐ The Resident ☐ The Resident's Representative
☐ The Resident's Legal Representative ☐ Other, please
specify: _____

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

B. Tiered Fee Arrangements

Marjorie Doyle Rockwell Center

- ☐ does ☒ does not utilize tiered fee arrangements.

- C. The basic care package is outlined in detail in Exhibit III A.2 and made a part of the agreement. Such exhibit describes the types of services provide and what each service entails.

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 the Resident's 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 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 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 Marjorie Doyle Rockwell Center, or to reject the Community fee and thereby reject residency at Marjorie Doyle Rockwell Center.

D. 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.

E. Billing and Payment Terms

You will be charged from the day of Your admission up through and including the day of Your transfer or discharge from the Residence (the "Discharge Date"). You will continue to be charged for your Daily Basic rate until all of your belongings and personal property are removed from the Residence.

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 the 1st day of each month and shall be delivered to Marjorie Doyle Rockwell Center, 18 Pasinella Way, Cohoes NY 12047. If a payment is not received within ten (10) days of the due date, a late fee of one and one-half (1.5%) percent interest on the entire outstanding balance 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, and deemed necessary by the Resident's physician, it is Your responsibility to inform the Administrator or designee as soon as possible.

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

F. Adjustments to 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.

G. Bed Reservation

The following is provided in accordance with Title 18 of New York Codes, Rules and Regulations at Section 487.5(d)(6)(xvii).

The Operator agrees to reserve a residential space in the resident's absence. As specified in Section I.A.1 above in the event of your absence. The charge for this reservation is your total monthly basic rate prorated on a per diem basis. (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 for as long as you continue to pay your total monthly basic 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 thirty (30) days' prior notice.

If you are absent from your room for medical reasons for more than seven (7) consecutive days, you will receive a credit toward your total monthly basic rate for all charges within your total monthly basic rate other than the fee for the basic services package as identified on Exhibit III.C. This credit will begin on the eighth (8th) day of your absence and will end when your medical condition allows you to return to the residence. You will be required to pay the total monthly basic rate less the above-described credit until such time as the agreement is terminated pursuant to Section XIII of this agreement.

Room Changes: In limited circumstances, the Operator may need to relocate you from your room identified on Exhibit I.A.1 ("Original Room") to another room ("Substitute Room"), such as (1) to comply with any applicable law or any order of any court or governmental agency, (2) to renovate any portion of the building, or (3) to address an ongoing safety or health issue. If the Operator must relocate you to another room, the Operator will make every reasonable effort to provide you with advance notice and a reasonably comparable room. If you agree to relocate to another room, no increase will be made to your then-current rate for Housing Accommodation and Basic Services (the "Monthly Rental Rate"), and the Operator will cover the costs associated with your relocation. Should your original room become available following your relocation, we will offer you the choice of remaining in the substitute room or returning to your original room. If upon this choice, you decide to remain in the substitute room and the substitute room has a higher or lower monthly rental rate than your original room, you will be responsible for payment of the new monthly rental rate.

A request by you for a room substitution may be granted at the Operator's discretion. If you make such a request and you move to a room that has a higher or lower monthly rental rate than your room identified on Exhibit I.A.1., you will be responsible for payment of the new monthly rental rate. Further, if any room substitution is granted at your request, you will be responsible for all costs associated with your relocation.

IV. 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 business days after your discharge, the Operator must provide you, your resident or legal representative and/or any person designated by you with a final written statement of your payment and personal allowance accounts at Marjorie Doyle Rockwell Center.

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 Marjorie Doyle Rockwell Center is located in order to determine what should be done with property of your estate.

V. Transfer of Funds or Property to Operator

If You wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time, the Operator must enumerate the items given or promised to be given and attach listing of items to be given or transferred to this agreement. Such listing is attached as Exhibit V and made a part of this Agreement. Such listing shall include any agreements made by third parties for your benefit.

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

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 or promised to be given and attach to this agreement a listing of items given or to be transferred. Such listing shall include any agreements made by third parties for your benefit.

VII. Fiduciary Responsibility

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

VIII. Tipping

In accordance with Title 18 of New York Codes, Rules and Regulations at Section 487.10(g)(7), the Operator must not accept, nor allow Residence staff or agents to accept, any tip or gratuity in any form for services provided or arranged for as required by statute, regulation or agreement.

IX. Personal Allowance Accounts

Some recipients of Supplemental Security Income (SSI) may be entitled to a monthly personal allowance in accordance with Social Services Law.

The Operator agrees to offer and establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DOH-5195) with you or your Representative.

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

SSI is a federal program for those who meet the definition of disabled and have limited income and resources. Information regarding SSI is available at <https://otda.ny.gov/programs/disability-determinations/>.

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

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 Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

Please refer to Title 18 of New York Codes, Rules and Regulations at Sections 485.12, 487.5(d)(6)(xii), 487.6, and 487.10(f).

X. 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).

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-B, the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. An Operator shall not exclude an individual on the sole basis that such individual is a person who primarily uses a wheelchair for ability and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. and with the provisions of those sections.
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. The Operator has conducted such evaluation of yourself and has determined that you are appropriate for admission to this Residence, and that the Operator is able to meet your care needs within the scope of services authorized under the law and within the scope of services determined necessary for you under your Individualized Services Plan.
4. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.
5. 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.
6. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
 - a. Chronically require the physical assistance of another person in order to walk; or
 - b. Chronically require the physical assistance of another person to climb or descent stairs; or
 - c. Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
 - d. Have chronic unmanaged urinary or bowel incontinence.
7. 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.

XI. Rules of the Residence

The Rules of the Residence are set forth in a document that has been provided to you. By signing this Agreement, you acknowledge that you have received a copy of the Rules of the Residence and You and Your representatives agree to obey all reasonable Rules of the Residence.

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

- A. You, or your 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 payments is available under Medicare, Medicaid or other third-party coverage.
 4. At the time of admission and at least 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 changes in health status, change in physician, or change in medications.
 6. Informing the Operator promptly of any change of name, address and/or phone number.
- B. The Resident's Representative shall be responsible for the following:
1. If appointed as the Resident's Health Care Proxy make medical decision when Residents is unable to make such decisions for himself or herself.
 2. Supply Residents with enough sets of clothing undergarments etc. as necessary.
 3. Make the appropriate monthly payments as agreed to in this Agreement.
 4. Advise of any change of contact person, address telephone number and such, including designating alternate contact person during vacation or for other absenteeism and provide all the above information for such person.
- C. The Resident's legal Representative, if any, shall be responsible for the following:
1. If appointed as the Resident's Health Care Proxy make medical decision when Residents is unable to make such decisions for himself or herself.

2. Supply Residents with enough sets of clothing undergarments etc. as necessary.
3. Make the appropriate monthly payments as agreed to in this Agreement.
4. Advise of any change of contact person, address telephone number and such, including designating alternate contact person during vacation or for other absenteeism and provide all the above information for such person.

D. The Operator shall be responsible or the following:

1. In the event that the Resident's Health Care Proxy has been provided to the Operator, and that person is not the Resident's Representative or the Resident's legal Representative, the Operator shall notify then Resident's Health Care Proxy to make medical decisions when the Resident is unable to make such decisions for himself or herself.

XIII. 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 Marjorie Doyle Rockwell Center may be terminated in any of the following ways:

1. By mutual agreement between you and the Operator;
2. Upon thirty (30) days' written notice from you or your representative to the Operator of your intention to terminate the agreement and leave the facility; This notice is required regardless of your reason for termination of this agreement;
3. Upon thirty (30) days' written notice from the Operator to you, your representative, your next of kin, the person designated in this agreement as the responsible party and any person designated by you. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and 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 Marjorie Doyle Rockwell Center 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 Marjorie Doyle Rockwell Center.
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 the Residence to other residences or is making other provisions for the Residents' continued safety and care.

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

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

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

Both you and the Operator are free to seek any other judicial relief to which 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, given the available placement options.

XIV. Transfer

Notwithstanding the above, an Operator may seek appropriate evaluation and assistance and may arrange for your transfer to an appropriate and safe location, prior to termination of a Residency Agreement and without (30) days' 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 him/herself or others; or
3. When a receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in Marjorie Doyle Rockwell Center 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 law for personal service upon a natural person.

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

XV. Resident Rights and Responsibilities

Attached as Exhibit XV and made a part of this Agreement is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a readily visible common area in Marjorie Doyle Rockwell Center. The Operator agrees to treat you in accordance with such Statement of Resident Rights and Responsibilities and you agree to meet the responsibilities stated therein.

XVI. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in Marjorie Doyle Rockwell Center's operations and programs are attached as Exhibit XVI and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of Marjorie Doyle Rockwell Center. 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 Marjorie Doyle Rockwell Center may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the

Residents' Organization and to provide a written report to the Residents' organization that addresses the same.

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

XVII. Miscellaneous Provisions

1. This Agreement constitutes the entire Agreement of the parties.
2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.
3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of Marjorie Doyle Rockwell Center from the date of execution until three (3) years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.
4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

XVIII. Agreement Authorization

We, the undersigned, reflect all parties to be charged under 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

(Optional) **Personal Guarantee of Payment**

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

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

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

Date

Guarantor's Signature

Guarantor's Name (Print)

(Optional) **Guarantor of Payment of Public Funds**

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

Date

Guarantor's Signature

Guarantor's Name (Print)

EXHIBIT 1.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 Adult Home, in accordance with Section 487.11(i)(4) of Title 18, New York Codes Rules, and Regulations, when not supplied by you, the Operator will provide you with: (select all that is supplied by Operator)

- | | |
|--|--|
| ☐ a standard single bed, well-constructed, in good repair, and equipped with clean springs maintained in good condition | ☐ a clean, comfortable, well-constructed mattress, standard in size for the bed |
| ☐ a clean comfortable pillow of average bed size | ☐ pillowcase |
| ☐ a bedspread | ☐ at least one (1) blanket |
| ☐ two (2) sheets | ☐ towels and washcloths |
| ☐ individual dresser | ☐ a table |
| ☐ a chair | ☐ a lamp |
| ☐ soap | ☐ toilet tissue |

- lockable storage facilities, which cannot be removed at will, for personal articles and medications;
- closet space for the storage of resident clothing
- a hinged, lockable entry door;
- in the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy

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 | ☐ Chair | ☐ Lamp |
| ☐ Dresser | ☐ Table | ☐ Dishes |
| ☐ Glasses | ☐ Utensils | ☐ Pillow |
| ☐ Pillowcase | ☐ Sheets (2) | ☐ Blanket |
| ☐ Bedspread | ☐ Towels | ☐ Washcloths |
| ☐ Wastebasket | ☐ Couch | ☐ Easy Chair |
| ☐ Shower Curtain | ☐ Soap | ☐ Other: _____ |
| ☐ Other: _____ | ☐ Other: _____ | ☐ Other: _____ |

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

• Incense or Candles	• Extension cords
• Outlet adapters and 2, 3, or 4 way plugs	• Heating blankets/heating pads
• Bed side rails, enabler bars Hospital beds, electric beds	• Potpourri burners
• Frayed cords	• Large refrigerators
• Air conditioners not approved by the Operators	• Installation or alteration of electrical equipment is prohibited
• Antennas that extend outside room windows or be attached to the outside of building	• Door stops or wedges
• Flammable liquids such as gasoline, ether, charcoal lighter, etc. or Stern-o Cans	• Firearms/weapons of any type/ammunition
• Fire works	• Grills of any type
• Curtains made from material that is not a fire-retardant material	• Gasoline powered equipment
• Heating units (space heater)	• Kerosene or Oil Lamps
• Sun lamps	• Heating elements (immersion type)
• Narcotics/illegal drugs	• Lamps without proper shades
• Waterbeds/water mattress	• Toasters
• Crockpots	• Coffee pots
• Electric kettles	• Small kitchen appliances

EXHIBIT I.C. ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

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

Item:	Additional Charge:	Provided By:
Telephone	\$15 per month	Operator
Activity Outings	Included	Operator
Guest Meals	Included	Operator
Cleaning beyond normal maintenance	Included	Operator
Primary Care Provider	Co-pay	Alice Brown, NP
Medical Transport	Varies	Medi Cab Corp, Amazing Grace Transportation
Cable TV	Varies, depending on service	Spectrum

* 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 Marjorie Doyle Rockwell Center to help you. Please note that these prices are subject to change from time to time.

EXHIBIT I.D. 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 provided by the operator and the additional nursing medical and/or hospice services.

EXHIBIT III.A.2. 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. meal, shower, etc); wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs); bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), feeding, medication acquisition, storage and disposal, and assistance with self-administration of medication.

As an Adult Home Resident, you will be provided up to three and three-quarter (3.75) hours per week of Personal Care, as outline above.

Marjorie Doyle Rockwell Center ☐ does ☒ does not utilize tiered fee arrangements

BASIC SERVICES PACKAGE

\$0 / MONTH

1.Three meals and snacks daily	
2.Laundry	
3.Housekeeping	
4.Activity Programming	
5.Case Management	
6.Personal Care assistance	
Showers/Bathing	Independent, reminders, and light assistance with washing and drying
Dressing and Grooming	Reminders (including shaving, oral care, hair care, selection & layout of clothing)
Toileting/incontinence Care	Independent or verbal reminders
7.Medication Assistance	
Assistance with medication & treatments (intact skin only)	Assistance by staff Includes compression hose, topical medications & lotions
Eye drops, ear drops, nasal sprays, inhalers, etc.	Cueing for resident to self-administer (assistance in EALR only)
Glucose finger stick testing	Independent
Injections	Independent or assistance by a nurse once per month or less (assistance is EALR only)
8.Supervision and Safety	
Safety checks by staff	Independent or checks by staff once per shift (safety checks are increased for all residents on the overnight shift)
9.Medical Equipment	
Urinary catheter care	Independent or Reminders
Urostomy/colostomy care	Independent or Reminders
Oxygen, BiPAP.CPAP	Independent or Reminders
Nebulizer	Assistance by staff for less than 2 weeks
10.Nursing Service (EALR Only)	
RN Assessment (EALR Only)	As needed
Dressing Changes	Short-term (less than 2 weeks)

EXHIBIT III.B. SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

Community Fee: \$2,500

Telephone: \$15 per month

EXHIBIT III.C. RATE OR FEE SCHEDULE

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

A. Your Basic Rate (Housing accommodation and Services + Basic Services)	\$ _____						
The Basic Rate include costs associated with Housing Accommodations and basic services as outline in Section 1A and B of this Agreement. Fees associated with this basic rate inclusive of SNALR are outline below: <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%; padding: 2px;">☐ Semi Private</td><td style="width: 50%; padding: 2px; text-align: right;">\$7,498</td></tr><tr><td style="padding: 2px;">☐ Private</td><td style="padding: 2px; text-align: right;">\$8,422</td></tr><tr><td style="padding: 2px;">☐ Deluxe</td><td style="padding: 2px; text-align: right;">\$10,967</td></tr></table> <i>Including a minimum of 3.75 hours of personal care services including reminders (e.g., meals, shower, etc.) wellness checks such as weight and blood pressure monitoring; assistance with Activities of Daily Living (ADLs); bathing, grooming dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), feeding, medication acquisition, storage and disposal, and assistance with self-administration of medication.</i>		☐ Semi Private	\$7,498	☐ Private	\$8,422	☐ Deluxe	\$10,967
☐ Semi Private	\$7,498						
☐ Private	\$8,422						
☐ Deluxe	\$10,967						
B. Your Tiered Billing Rate Marjorie Doyle Rockwell Center ☒ does not utilize tiered fee arrangements	\$ _____						
C. Your Supplemental or Additional Fees You have opted to receive the following Supplemental or additional fees, outline in Exhibit III.B:	\$ _____						
YOUR TOTAL MONTHLY RATE							
Your Basic Rate + your Tiered Billing Rate + Your Supplemental or Additional Fees	\$ _____						

Move-in Costs	
Marjorie Doyle Rockwell Center ☒ does charge a one-time fee, as outlined in Exhibit III.B of this Agreement.	Community Fee \$ _____
This month's Financial Obligation Prorated: (days left in move in month x \$_____.____/month of the total monthly basic rate)	\$ _____
YOUR TOTAL MOVE-IN COSTS: \$ <u>N/A</u>	

EXHIBIT V. Transfer of Funds or Property to Marjorie Doyle Rockwell Center

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

NEW YORK STATE DEPARTMENT OF HEALTH

Adult Care Facility/Assisted Living

Adult Care Facility Inventory of Resident Property

FACILITY NAME: _____ OPERATING CERTIFICATE NUMBER: 000-E-283

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

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

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

- (A) EVERY RESIDENT'S PARTICIPATION IN ASSISTED LIVING SHALL BE VOLUNTARY, AND PROSPECTIVE RESIDENTS SHALL BE PROVIDED WITH SUFFICIENT INFORMATION REGARDING THE RESIDENCE TO MAKE AN INFORMED CHOICE REGARDING PARTICIPATION AND ACCEPTANCE OF SERVICES;
- (B) EVERY RESIDENT'S CIVIL AND RELIGIOUS LIBERTIES, INCLUDING THE RIGHT TO INDEPENDENT PERSONAL DECISIONS AND KNOWLEDGE OF AVAILABLE CHOICES, SHALL NOT BE INFRINGED;
- (C) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVATE COMMUNICATIONS AND CONSULTATION WITH HIS OR HER PHYSICIAN, ATTORNEY, AND ANY OTHER PERSON;
- (D) EVERY RESIDENT, RESIDENT'S REPRESENTATIVE AND RESIDENT'S LEGAL REPRESENTATIVE, IF ANY, SHALL HAVE THE RIGHT TO PRESENT GRIEVANCES ON BEHALF OF HIMSELF OR HERSELF OR OTHERS, TO THE RESIDENCE'S STAFF, ADMINISTRATOR OR ASSISTED LIVING OPERATOR, TO GOVERNMENTAL OFFICIALS, TO LONG TERM CARE OMBUDSMEN OR TO ANY OTHER PERSON WITHOUT FEAR OF REPRISAL, AND TO JOIN WITH OTHER RESIDENTS OR INDIVIDUALS WITHIN OR OUTSIDE OF THE RESIDENCE TO WORK FOR IMPROVEMENTS IN RESIDENT CARE;
- (E) EVERY RESIDENT SHALL HAVE THE RIGHT TO MANAGE HIS OR HER OWN FINANCIAL AFFAIRS;
- (F) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVACY IN TREATMENT AND IN CARING FOR PERSONAL NEEDS;
- (G) EVERY RESIDENT SHALL HAVE THE RIGHT TO CONFIDENTIALITY IN THE TREATMENT OF PERSONAL, SOCIAL, FINANCIAL AND MEDICAL RECORDS, AND SECURITY IN STORING PERSONAL POSSESSIONS;
- (H) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE COURTEOUS, FAIR AND RESPECTFUL CARE AND TREATMENT AND A WRITTEN STATEMENT OF THE SERVICES PROVIDED BY THE RESIDENCE, INCLUDING THOSE REQUIRED TO BE OFFERED ON AN AS-NEEDED BASIS;
- (I) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE OR TO SEND PERSONAL MAIL OR ANY OTHER CORRESPONDENCE WITHOUT INTERCEPTION OR INTERFERENCE BY THE OPERATOR OR ANY PERSON AFFILIATED WITH THE OPERATOR;
- (J) EVERY RESIDENT SHALL HAVE THE RIGHT NOT TO BE COERCED OR REQUIRED TO PERFORM WORK OF STAFF MEMBERS OR CONTRACTUAL WORK;
- (K) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE SECURITY FOR ANY PERSONAL POSSESSIONS IF STORED BY THE OPERATOR;

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

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

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

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

(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 GRIEVANCE AND RECOMMENDATION

PURPOSE:

Marjorie Doyle Rockwell Center will provide a method to promptly deal with complaints and recommendations made by residents, their next of kin and/or their designated representatives.

The purpose of this policy is to bring complaints and recommendations promptly to the attention of one individual who will be responsible for addressing and providing an explanation to the resident when a complaint cannot be fully resolved.

PROCEDURE:

1. This procedure will be explained in full to each resident, their relatives and/or designated representative on admission.
2. All Direct Care Staff and other appropriate personnel will be advised of this policy to enable them to assist residents, next of kin or designated representatives in making a complaint or recommendation.
3. Complaints that cannot be addressed by the Direct Care staff on the unit where the resident resides may be brought to the attention of the following: Memory Care Administrator or LPN on staff.
4. The Memory Care Administrator is the person responsible for addressing complaints.
5. Residents' family members and visitors who wish to make a written complaint can obtain a Grievance/Suggestion Form available at the reception desk. These forms are available at all times and without asking. If you wish to bring your concern to us confidentially, you should place them in the suggestion box located at the reception desk. The confidential concerns will be addressed within five (5) business days. Personal meetings will be scheduled with the Administrator, as necessary, to discuss and resolve confidential concerns.
6. The Memory Care Administrator will advise the Vice President of all complaints submitted.
7. A written response will be made to the resident, next of kin or designated representative within fifteen (15) days of receipt of when the complaint/recommendation was received.
8. The written response will contain the action taken or the reason why no action was taken.
9. A copy of all written responses will be sent to the Administrator/Director. Where the response written, a written summary of the action taken in outcome will be forwarded to the Vice President.
10. All Anonymous complaints will be discussed at quarterly Family Council Meetings. Resolutions will be presented at this forum.
11. Annually, the Director of Resident Services will review and evaluate the effectiveness of this procedure.

RESPONSIBILITY:

1. The Memory Care Administrator or designee is responsible to make this procedure known to the resident and/or designated representative on admission to the facility.
2. All Direct Care staff are responsible to know the procedure and to assist a resident, family member or designated representative who wishes to make a complaint or recommendation.
3. The Memory Care Administrator is responsible for hearing the complaints, reviewing them with the Vice President/Executive Director, and responding to them within fifteen (15) days.
4. The Vice President/Executive Director is responsible for addressing complaints not resolved through the above procedure.

ATTACHMENT:

Resident Complaint/Recommendation Report

MARJORIE DOYLE ROCKWELL CENTER
Complaint and Recommendation Report

Date: ____/____/____

Complaint/Recommendation Initiated by:_____

If next of kin, or designated representative:
Name:_____

Relationship:_____ Phone Number:_____

GRIEVANCE OR RECOMMENDATION:

SIGNED (by person completing report):_____

FORWARDED TO ADMINISTRATOR (DATE): ____/____/____

REVIEWED BY VP/EXEC. DIRECTOR (DATE): ____/____/____

OUTCOME:_____

