Brothers of Mercy Sacred Heart Home

Assisted Living Residence

RESIDENCY AGREEMENT

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RESIDENCY AGREEMENT

THIS AGREEMENT is made between Brothers of Mercy Sacred Heart Home, Inc. d/b/a Brothers of Mercy Sacred Heart Home, the "Operator", _____ _____ (the "Resident" or "You"), _____ (the "Resident's Representative", if any) and _____ (the "Resident's Legal Representative", if any).

RECITALS

The Operator is licensed by the New York State Department of Health to operate at 4526 Ransom Road, Clarence NY 14031 as an Assisted Living Residence ("The Residence") known as Brothers of Mercy Sacred Heart Home and as an adult home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence ("EALR") and a Special Needs Assisted Living Residence ("SNALR"). These certifications permit the Operator to provide Enhanced Assisted Living services for up to a maximum of 64 persons and Special Needs Assisted Living services for up to a maximum of 32 persons.

You have submitted a written report from your physician to Operator which report states that (a) your physician has physically examined You within the last month; and (b) You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home. You have requested to become a Resident at The Residence and the Operator has accepted your request.

AGREEMENT

I. <u>Housing Accommodations and Basic Services</u>

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

A. Housing Accommodations and Services

1. **Your Apartment/Room**. You may occupy and use the room designated on Exhibit I.A.1, subject to the other terms of this Agreement.

2. **Common areas**. You will be provided with the opportunity to use the general purpose rooms at the Residence such as the courtyards, patios, lounges, country kitchens, chapel, and other common areas.

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 room.

4. **Furnishings/Appliances Provided by You.** Attached as Exhibit I.A.4. and made a part of this agreement is an inventory of furnishings, appliances and other items supplied by you in your room. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.).

B. **Basic Services**

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

1. **Meals and Snacks**. Three (3) nutritionally well-balanced meals per day and a snack per day are included in your Basic Rate. The following modified diets will be available to You if ordered by your physician and included in your Individualized Service Plan: Regular, No Added Salt (NAS), Limited Concentrated Sweets (LCS) and Mechanically Altered (mechanical soft and pureed).

2. **Activities**. The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.

3. **Housekeeping**. Vacuuming, trash collection and general housekeeping services will be provided on a weekly basis or as otherwise needed in keeping up with your needs.

4. **Linen Service**. Towels and washcloths; pillow, pillowcase, blanket, bed sheets, bedspread; all clean and in good condition.

5. **Laundry of Your Personal Washable clothing**. Laundering 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. **Supervision on a 24-hour basis**. The Operator will provide appropriate staff on-site to provide supervision services in accordance with law.

Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law. Such supervision does not include one-on-one continuous supervision.

7. **Case Management**. The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of your needs and interests, information and referral, and coordination with available resources to best address your identified needs and interests.

8. **Personal Care**. Include some assistance with bathing; grooming; dressing; toileting; medication acquisition, storage and disposal; assistance with self-administration of medication, as required by your Individualized Service Plan and consistent with Exhibit III.A.

9. **Development of Individualized Service Plan**. Development of the Individualized Service Plan includes ongoing review and revision as necessary. This Individualized Service Plan will be reviewed and revised every six months and whenever ordered by your physician or as frequently as necessary to reflect your changing needs.

C. **Additional Services**

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

D. **Licensure/Certification Status**

A listing of all providers offering home care or personal care services under an arrangement with the Operator, and a description of the licensure or certification status of each provider is set forth in Exhibit I.D of this Agreement. Such Exhibit will be updated as frequently as necessary.

II. Disclosure Statement

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

III. Fees

A. Basic Rate

Flat Fee Arrangements

The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident will pay, and the Operator agrees to accept, the payment set forth in Exhibit III.A. 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 (and/or $_____per day).

B. Supplemental, Additional, or Community Fees

A Supplemental or Additional fee is a fee for service, supplies, 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, as set forth in Section III.E. Any charges by the Operator for additional or supplemental fees 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. This Residence charges a one-time community fee as set forth in Exhibit III.B, payment of which is a condition of residency. You may choose whether to accept the community fee as a condition of your residency in the Residence or to reject the community fee and thereby reject residency at the Residence. The Community Fee is non-refundable, except that the fee will be refunded, less a $250 administrative fee, if within 30 days from the date You signed this agreement, You have not been admitted to the Facility and you make a written request for the refund stating that You will not be seeking admission to the facility.

Supplemental, Additional, and Community fees are listed in Exhibit III.B.

C. Refundable Security Deposit

You will be charged a security deposit equal to one month's Housing Accommodation and Basic Services fee in the amount shown on Exhibit III.A, which will be due prior to your date of admission. Subject to the terms of this paragraph C, your security deposit will be returned, less any reasonable repair costs for damage beyond normal wear and tear to restore your Room to the condition as of the date of the execution of this Agreement, and after deducting any accrued fees You owe under this Agreement to You within three (3) days following your discharge from the Residence.

If You do not pay your Basic Rate on a timely basis, the Operator may use your

security deposit to pay for any amount that You owe to the Operator. You and your Legal Representative have the right to dispute and contest any charges in accordance with Section XVI below or in accordance with applicable law.

If the Operator is required to use any portion of your security deposit to pay for any services You receive, You must replenish your security deposit in the amount equal to the sum used.

D. 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"). If You fail to remove your belongings and personal property from your room prior to your Discharge Date, the Operator will continue to assess the Housing Accommodation and Basic Services Fee identified in Exhibit III.A, on a per diem basis, until your belongings and personal property are removed from the Residence.

All payments are due on the first of each month and shall be delivered to Brothers of Mercy Sacred Heart Home, 4526 Ransom Road, Clarence, NY 14031. Payments received after the sixth (6^{th}) day of the month when due, plus any outstanding balance, will incur a late charge of one and one-half (1.5%) percent interest per month. You and your Legal Representative have the right to dispute and contest any charges in accordance with Section XVI below or in accordance with applicable law.

In the event the Resident, Resident's representative, or Resident's legal Representative is no longer able to pay for services as outlined in this Residency agreement and deemed necessary by the Resident's physician, it is your responsibility to inform the Administrator or designee as soon as possible.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4, and 5 below. The Operator may increase the Basic Rate and/or Additional or Supplemental Fees on an annual basis by providing You with written notice of the increase not less than forty-five (45) days prior to the effective date of the rate or fee increase.

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

3. If You or your Representative or your Legal Representative agree in writing to a specific rate or fee increase through an amendment of this Agreement, due to the need for additional care, services, or supplies, the Operator may

increase such rate or fee upon less than forty-five (45) days written notice.

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

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

F. Bed Reservation

The Operator agrees to reserve the residential space as specified in Section I.A.1 above in the event of your absence. The charge for this reservation is $ per . (The total of the daily rate for a one-month period may not exceed the established monthly rate). Your residential space will be reserved for as long as you continue to pay your Total Monthly Basic Rate as set shown on Exhibit III.A and subject to this Section III.F. 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 this space by providing the Operator with thirty (30) days' prior notice. If You choose to reserve a residential space, the then-current Total Monthly Basic Rate and terms of this Agreement will remain in effect until this Agreement is otherwise amended or terminated pursuant to Section XIII below.

If You are absent from your Apartment for medical reasons for more than fourteen (14) 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 Housing Accommodations & Basic Services fee. This credit will begin on the fifteenth (15^{th}) 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.

G. Room Changes

In limited circumstances, the Operator may need to relocate You from your room identified in Section I.A.1 ("Original Room") to another room ("Substitute Room") in order to protect your health, safety and comfort or the health, safety and comfort of other residents or to perform routine or unscheduled maintenance. The Operator will make every effort to provide You with advance notice and a reasonably comparable room. If You are relocated to another room, no increase will be made to your then-current rate for Housing Accommodation and Basic Services. If You are relocated from a private room to a shared room, your then current-rate for Housing Accommodation and Basic Services will be adjusted to reflect the then-current rate for the shared room. Once the reason for the relocation has been resolved, You will have the choice of returning to your Original

Room at your then-current rate for Housing Accommodation and Basic Services or remaining in the Substitute Room at its then-current rate for Housing Accommodation and Basic Services.

H. Second Person Fee

A spouse, family member, friend, of any other individual of your choosing (the "Second Person") may occupy your Apartment with you. The Second Person must: (1) meet all requirements for admission, (2) sign a separate residency agreement, and (3) pay the Second Person Fee and additional monthly fee for Enhanced Assisted Living Services, if this fee is applicable. If your Apartment is occupied by two residents and one resident later permanently vacates the Apartment, regardless of the reason, the remaining Resident's obligations under this Agreement shall continue in full legal force and effect, including required payment of his or her additional monthly fee for Enhanced Assisted Living Services, and the remaining Resident will have the option of: (1) retaining the same Apartment at the single occupancy rate then in effect for the Apartment or (2) relocating to a single occupancy apartment at the rate then effect for this other apartment, if available.

IV. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of your discharge, but in no case more than three business days after your Discharge Date, the Operator must provide You, your Resident or Legal Representative or any person designated by You with a final written statement of your payment and personal allowance accounts at the Residence.

The Operator must also return at the time of your discharge, but in no case more than three (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 of a per diem proration any advance payment(s) which You have made.

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

V. Transfer of Funds or Property to Operator

If You wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time, the Operator must enumerate the items given or promised to be given and attach to this agreement a listing of items given to be transferred. 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. Property or Items of Value Held in the Operator's Custody For You

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

VII. Fiduciary Responsibility

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

VIII. Tipping

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

IX. Personal Allowance Accounts

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

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

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

If You have a signatory to the agreement besides yourself and if that signatory does not choose to place your personal allowance funds in a Residence maintained account, then that signatory hereby agrees that he/she will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

X. Admission and Retention Criteria for an Assisted Living Residence

A. 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 Service 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 mobility and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with the American with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. and with the provisions of those sections.

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

C. 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 Service Plan.

D. 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.

E. If you are being admitted to a Special Needs Assisted Living Residence, the terms of the "Special Needs Assisted Living Residence Addendum" will apply.

F. 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.

G. Enhanced Assisted Living Care may be 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 descend 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.

The Enhanced Assisted Living Care available at this Residence is set forth in the "Enhanced Assisted Living Residence Addendum."

H. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24-hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XI. Rules of the Residence

Attached as Exhibit XI and made a part of this Agreement are the Rules of the Residence. By signing this agreement, You and your representatives agree to obey all reasonable Rules of the Residence.

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

A. You, or your Resident 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 change in health care proxy, 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 decisions 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. 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.

4. Make the appropriate monthly payments as agreed to in this Agreement.

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 decisions 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. 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.

4. Make the appropriate monthly payments as agreed to in this Agreement.

D. The Operator shall be responsible for 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 the 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

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

1. By mutual agreement between You and the Operator;

2. Upon thirty (30) days' notice from You or 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 30 days written notice from the Operator to You, your Representative, your next of kin, the person designated in this agreement as the responsible party and any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

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

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;

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

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

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

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

6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, 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 they may be entitled.

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

XIV. Transfer

A. Notwithstanding the above, an Operator may seek appropriate evaluation and assistance and may arrange for your transfer to an appropriate and safe location, prior to termination of a Residency Agreement and without 30 days' notice or court review, for the following reasons:

1. When You develop a communicable disease, medical or mental condition, or 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 other serious physical injury to himself/herself or others;

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

B. 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 notice must be given by any of the methods provided by law for personal service upon a natural person.

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

XV. Resident Rights and Responsibilities

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

XVI. Complaint Resolution and Resident Council

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit XVI and made a part of this agreement. In addition, such procedures will be posted in a readily visible common area of the Residence. The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organizations and to provide a written report to the Residents' organization that address 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. Publicity Release (Optional)

Pursuant to New York State Department of Health regulations the Operator will include your photo in your Medication Assistance Record. The Operator also seeks your consent to use your photograph in other Residence and campus publications. The publicity release is included in Exhibit XVII.

XVIII. Miscellaneous Provisions

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

B. 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.

C. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

D. Waiver by the parties of any provision of this Agreement which is required by statute or regulation shall be null and void.

XIX. Agreement Authorization

We, the undersigned, have read this Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Dated:_____ _____
(Signature of Resident)

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

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

Dated:_____ _____
(Signature of Operator or the Operator's Representative)

Personal Guarantee of Payment (Optional)

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

_____

_____

_____

_____ _____

(Date) Guarantor's Signature

_____

Guarantor's Name (Print)

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

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

_____ _____

(Date) (Guarantor's Signature)

_____

Guarantor's Name (Print)

EXHIBIT I.A.1

IDENTIFICATION OF APARTMENT/ROOM

As of the date of your admission, your room will be _____,
a private ☐ or semi-private ☐ room.

EXHIBIT I.A.3

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

When not supplied by You, the Operator will provide You with the following minimum household equipment:

1) A standard single bed in good repair with clean springs, a well-constructed mattress, and a clean, comfortable pillow of average size;
2) A chair;
3) A table;
4) A lamp;
5) Non-removable, lockable storage space for personal articles and medications
6) Individual dresser and closet;
7) Two sheets;
8) Pillowcase;
9) A blanket;
10) A bedspread;
11) Towels and washcloths;
12) Soap;
13) Toilet tissue; and
14) Hinged lockable entry door

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
- ☐ Easy Chair
- ☐ Table
- ☐ Other:_____
- ☐ Other:_____
- ☐ Other:_____
- ☐ Other:_____
- ☐ Other:_____

The Safety code regulations of New York State prohibits the use of extension cords and 2 or 3 way plugs in the building. Power strips with surge protectors are allowed. The strips may have up to 6 plugs. However, for safety reasons only 4 plugs may be used at one time. The 2 remaining plugs must remain capped at all times. You may supply the caps or these items may be obtained from the maintenance department.

All electrical items you wish to use in your room (small refrigerator, TV, radio, etc..) must be inspected by the Sacred Heart Home maintenance staff prior to use. Please contact a housekeeper or health services so a work order may be initiated.

If you require the use of a oxygen concentrator it must be inspected by maintenance staff and turned off when not in use or you leave your room.

For your personal use, there is a storage unit with a lock available for use in your room.

The following items are not allowed in residents' rooms or bathrooms:

- ✓ Portable heaters (ANY kind)
- ✓ Electric blankets/heating pads
- ✓ Cooking appliance (i.e., hot plates, microwaves, coffee pots, etc.)
- ✓ Irons
- ✓ Curling irons/hair dryers
- ✓ Accumulation of combustible materials
- ✓ Throw rugs without a non-slip backing
- ✓ Extension cords
- ✓ Any incendiary/flammable items (candles, matches, lighters, cigarettes, and propane heaters or any item with an open flame)

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 additional charges indicated.

Item:	**Additional Charge:**	**Provided By:**
Professional Hair Grooming	Per Beautician Scale	Outside vendor
Commissary Goods	As Priced	Operator
Extraordinary Activities Supplies	Per particular activity's supplies charge	Operator
Cable Rental	$35.00/month	Operator
Recreation Outings	Per special event cost	Operator
Personal Telephone	Per charges attributable to personal phone use	Verizon

EXHIBIT I.D

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

At this time there are no providers offering home care or personal care services under any arrangement with the Operator. The Residence, however, will make every effort to assist you in obtaining appropriate skilled nursing and home health care services not provided by the Operator, if You so desire.

EXHIBIT II

DISCLOSURE STATEMENT

Brothers of Mercy Sacred Heart Home, Inc. ("The Operator") as operator of Brothers of Mercy Sacred Heart Home ("The Residence"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

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

2. The Operator is licensed by the New York State Department of Health to operate at 4526 Ransom Road, Clarence, NY 14031 an Assisted Living Residence as well as an adult home.

   The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence. These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive either Enhance Assisted Living Services or Special Needs Assisted Living services, as long as 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 64 persons.
   b. Special Needs Assisted Living services for up to a maximum of 32 persons.

   The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living and Special Needs Assisted Living Residences.

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

3. The owner of the real property upon which the Residence is located is Brothers of Mercy Sacred Heart Home. The mailing address of such real property owner is 4520 Ransom Road, PO Box 117, Clarence, NY 14031.

   The following individual is authorized to accept personal service on behalf of such real property owner: Administrator, 4526 Ransom Road, Clarence NY 14031.

4. The Operator of the Residence is Brothers of Mercy Sacred Heart Home. The mailing address of the Operator is 4526 Ransom Road, PO Box 117, Clarence, NY 14031.

   The following individual is authorized to accept personal service on behalf of the Operator: Administrator, 4526 Ransom Road, Clarence NY 14031.

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

   None.

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

   None.

7. 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.

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

9. 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 Assisted Living 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 Ombudsman to advocate for the resident. 716-817-9222 is the Local LTCOP telephone number. The NYSLTCOP web site is ltcombudsman.ny.gov.

EXHIBIT III.A

RATE OR FEE SCHEDULE

Housing Accommodation and Basic Services Fee:

Room Type	**Monthly Fee**
☐ The Sycamore Suite (576 sq. ft.)	$5,700/month
☐ The Magnolia Suite (432 sq. ft.)	$4,635/month
☐ The Hawthorne Suite (373 sq. ft.)	$4,325/month
☐ Second Person Fee	$3,000/month
Memory Care	
☐ The Linden Suite (300 Sq. Ft.)	$5,975/month

Housing Accommodation & Basic Services Fee $_____

Additional Monthly Fees

☐ Enhanced Assisted Living Services	$900/month

Additional Monthly Fees $ _____

Your Total Monthly Basic Rate: $_____

**Due the first of each month*

Move-In Cost Summary

This month's Financial Obligation Prorated (Your Total Monthly Basic Rate divided by the number of days in the current month, then multiplied by the number of days remaining in the current month.)	$_____.____
Community Fee	$_____.____
Security Deposit	$_____.____
Total Due at Move-In	**$**_____.____

EXHIBIT III.B

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

1) Enhanced Assisted Living Services

   There is an additional monthly fee for services provided to those residents admitted into the Residence's Enhanced Assisted Living Residence (EALR). (See Exhibit III.A). The Enhanced Assisted Living Care available at this Residence is set forth in the "Enhanced Assisted Living Residence Addendum."

2) Community Fee:

   This is a one-time community fee of $2,500.00 per person that must be paid on or before the date of your admission. The Community Fee is non-refundable, except that the fee will be refunded, less a $250 administrative fee, if within 30 days from the date You signed this agreement, You have not been admitted to the Facility and you make a written request for the refund stating that You will not be seeking admission to the facility.

3) Security Deposit

   This is a refundable security deposit equal to one month's Housing Accommodation and Basic Services fee in the amount shown on Exhibit III.A due prior to the date of your admission. Your security deposit will be returned to You within three (3) days following your discharge from the Residence subject to the terms of Section III.C.

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.

X

BQS.EKB

Digitally signed by BQS.EKB
Date: 2020.12.03 11:02:48 -05'00'

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:** _____

			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 IX

STATEMENT OFFERING PERSONAL ALLOWANCE ACCOUNT

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

Adult Care Facility Statement
Offering Personal Allowance Account

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

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

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

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

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

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

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

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

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

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

Check one of the following boxes:

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

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

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

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

Signature of Resident _____ Date _____

Signature of Resident Representative _____ Date _____

Signature of Operator or Designee _____ Date _____

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

EXHIBIT XI

RULES OF THE RESIDENCE

The Rules of the Residence are set forth in the Resident Handbook that has been provided to You.

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; PROVIDED, 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 A THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED AND/OR SPECIAL NEEDS ASSISTED LIVING RESIDENCE 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

Subject: ALR Grievances and Recommendations	Department: Administration	Page 1 of 2
Effective Date: TBD	Supersedes	Approval: Mindee McDonald, Administrator Susan Nagowski, Director of Health Services Jessica Gervasio, Case Manager Vicki Renkas, Case Manager

1001.8(e)

Policy

Our facility will assist residents, their representatives, other interested family members or advocates with prompt resolution of any reported concerns or requests that may arise. The facility staff will additionally assist them with filing written grievances or recommendations when such a need is identified.

Procedure

1. Filing Grievances
   A. Any resident, his or her representative, family member, staff member or advocate may file a grievance or recommendation on behalf of a resident to indicate a request or change for improvement in facility operation and programs. A grievance or recommendation can be filed for any other reason as well and will be treated confidentially if requested. No matter the reason for filing the grievance it may be done without fear of threat or use of restraint, interference, coercion, discrimination or reprisal in any form.
   B. Upon receipt of a verbal request the staff on duty will attempt to resolve the request if reasonably able and if not they will notify the appropriate administrative staff as needed. Upon receipt of a written grievance and/or recommendation, the appropriate administrative staff will quickly and jointly investigate the matter and submit a timely confidential written report of such findings to the Administrator.
      - A grievance can personally be given to a Case Manager or to the Director of Health Services and/or may be put in the Grievance box which will be identified and conveniently located.
   C. The resident or person filing the grievance and/or recommendation on behalf of the resident may be informed of the findings of the investigation and the actions that will be taken to correct any identified problem(s) in a timely manner following the filing of the grievance or recommendation but no later than 21days following receipt. This will be done in a manner to ensure protection of the rights of those involved.

D. Should any party involved not be satisfied with the results of the investigation, or the recommended actions, he or she may file a recommendation to the local Ombudsman Office or to the State Health Department. Addresses and telephone numbers of these agencies are posted on the resident bulletin board.
E. Residents and their families are informed of this grievance process at admission.
F. The resident's ISP will be updated or amended if warranted.

2. Staff Responsibility:
   A. All staff members shall assist any resident or resident representative to file a grievance and/or recommendation if requested to do so.

3. Findings and Review
   A. The Administrator and the Performance Improvement Committee will review at the next Performance Improvement Committee meeting scheduled or sooner if the situation dictates.
   B. Depending on the nature of the topic and the level of resident's cognitive abilities, the grievance and/or outcome will be brought to the attention of the resident and/or family council, while maintaining HIPPA compliance.
   C. The DOH may be informed regarding this grievance/recommendation at the discretion of the Administrator.

Brothers of Mercy SACRED HEART HOME
Grievance/Recommendation Report

Instructions:

Residents, their representatives, interested family members, staff members or advocates may file a grievance or recommendation on behalf of a resident without fear of threat or reprisal of any form. Please fill out, date, and sign this report and submit it to the Case Manager or Director of Health Services or simply drop it in the grievance/recommendation box (location TBD). The resident or their representative may be provided with a report of the facility's findings and corrective action(s) no later than 21days following receipt.

Name of Resident:_____ Unit name: _____ Room #_____
Level of resident care - ALR/EALR/SNALR (circle one) Date/Time of Incident:_____
Name of person filing the grievance/recommendation:_____
Relationship to Resident: ☐ Self, ☐ Family Member_____
Other:_____
Phone # (if other than the resident completing the report)_____
Describe the nature of the grievance/recommendation (be specific). Use reverse side of this form if additional space is needed.

_____

_____

_____

_____

_____

Did you inform the staff immediately at the time of occurrence? ☐Yes ☐No

What actions or recommendations do you feel need to be taken?

_____

_____

_____

_____

_____ _____
Signature of person filing grievance/recommendation Date

_____ _____
Signature of Administrator Date

◈FOR OFFICE USE ONLY◈

Date Received _____ Received By_____ Title_____

Case Manager Notified _____ Date_____

10/19MM/ALR

BQS.EKB Digitally signed by BQS.EKB
Date: 2020.12.03 11:09:43 -05'00'

EXHIBIT XVII

PUBLICITY RELEASE (OPTIONAL)

Resident Name: _____ Room# _____

Brothers of Mercy staff will take your picture for identification purposes for your resident record. The staff may take pictures for publicity purposes as well, if agreed upon by the resident and/or representative.

Photographs for publicity purposes are optional. See below:

By agreeing you give permission to the various facilities of the Brothers of Mercy Wellness Campus to use your name, photograph, picture, or other likeness from time to time in its publicity. Publicity includes things such as print, advertising and/or news releases, publish, exhibit, televise, broadcasts, etc. These releases may include your name and biographical information.

By agreeing you waive any right to inspect or approve the finished pictorial product, the publicity that may be used in connection therewith, the use to which it may be applied, and agree that such will remain the property of the Brothers of Mercy facilities. Mark your preference below:

_____ I **give** the Brothers of Mercy facilities permission to use my information for publicity.

_____ I **do not** give the Brothers of Mercy facilities permission to use my information for publicity.

Any additional special instructions:_____

In the event that you change your decision, you must do so by written notification to the Administrator.

***To protect residents' privacy and rights, all residents/families/visitors are to refrain from taking pictures, video, or audio taping of other residents.
***Also, resident/families/visitors are to refrain from taking pictures, video, and/or audio taping employees without written consent.

_____ _____
Resident Date

_____ _____
Resident Representative Date

_____ _____
Facility Representative Date

EXHIBIT D-1

CONSUMER INFORMATION GUIDE

Attached.