# Home of the Good Shepherd (390 Church Street)

## Enhanced and Special Needs Assisted Living Residence

**Last Revised 05.2026**

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# RESIDENCY AGREEMENT

**This Agreement** is made between The Church Aid of the Protestant Episcopal Church in the Town of Saratoga Springs, Inc. d/b/a Home of the Good Shepherd (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 390 Church Street, Saratoga Springs, New York 12866, an assisted living residence ("Assisted Living Residence," "ALR," or the "Residence") known as Home of the Good Shepherd as an Adult Home.

Select all that apply:

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

☑ The Operator is also certified to operate, at this location, an enhanced assisted living residence ("Enhanced Assisted Living Residence," or "EALR").

☑ The Operator is also certified to operate, at this location, a special needs assisted living residence ("Special Needs Assisted Living Residence," or "SNALR").

B. You have requested to become a Resident at Home of the Good Shepherd, and the Operator has accepted your request.

# AGREEMENT

## I. HOUSING ACCOMODATIONS AND SERVICES

Beginning on _____, 20_____, (*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 Unit.** You may occupy and use a private ( ) or semi-private ( ) unit identified on **Exhibit I.A.1**, subject to the 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 lounges, living rooms, activities rooms, TV rooms, sunrooms and other rooms designated as common areas of the Residence. Rooms are available upon request for private meetings or visits.

   You will be able to use the common areas at the Community at any time for scheduled group activities or unscheduled group or individual recreation. Whenever a common area is temporarily unavailable for maintenance or administrative activities such as staff training, other common areas suitable for recreation will remain available for resident use.

3. **Furnishings/Appliances Provided By The Operator.** Attached as **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 unit.

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 unit. 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 basic services ("Basic Services") will be provided to you, in accordance with your Individualized Services Plan:*

1. **Meals, Snacks and Access to Food.** Three (3) nutritionally well-balanced meals per day and one (1) snack per day are included in Your Basic Rate. An approved diet (with Lactaid milk and Lactaid ice-cream; no added salt (NAS); low concentrated sweets (LCS); mechanical soft; mechanical soft with bread products; puree; gluten free; BRATT (Bananas, Rice, Applesauce, Toast) diet; clear liquid; full liquid) will be available to You if ordered by Your physician and included in Your Individualized Service Plan. Food and drink are available to You 24 hours per day, 7 days per week in the following ways: A community water station is stocked with fresh fruit and is accessible at all times. Additional snacks and beverages are available upon request.

2. **Activities.** 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 the Residence.

3. **Housekeeping.** The Operator will provide routine housekeeping services to maintain a clean and safe living environment. These services include emptying trash bins, making beds, changing linen, cleaning bathrooms, replenishing toilet paper and paper towels, cleaning floors, and keeping common spaces orderly and clean.

4. **Linen Service.** The Operator will provide clean and well-maintained towels, washcloths, pillows, pillowcases, blankets, bed sheets, and bedspreads.

5. **Laundry Service.** The Operator will launder Your personal washable clothing at least once per week, and more frequently if required.

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 (in response to urgent or emergency needs or requests for assistance on a 24-hours a day, seven days a week basis) as well as the other components of supervision as specified in law.

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.** Personal care services are available to all ALR residents and will include a minimum of 3.75 hours per week of direction and some assistance with

grooming, dressing, bathing, toileting, walking and ordinary movement from bed to chair or wheelchair, eating (excluding feeding), using central dining services, meal consumptions, participation in the program of activities, assistance with self-administration of medication, and the taking and recording of monthly weights. Services for each resident are detailed in the residents' Individualized Services Plan (ISP). Personal care services provided in excess of 3.75 hours/week may require that the residents pay a higher monthly fee. Detailed fees are included in **Exhibit III.D.**

9. **Development of Individualized Service Plan.** (including ongoing review and revision as necessary). An Individualized Service Plan will be developed and reviewed/revised every six (6) months and whenever ordered by the resident's physician or as frequently as necessary to reflect the changing care needs of the residents.

C. **Supplemental and 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, supplemental fee whether provided directly by the Operator or through arrangements made by Operator. The exhibit identifies any third party responsible for providing such services or amenities, if not the Operator. These additional services are at the resident's option.

D. **Licensure/Certification Status of Other Providers**

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

## II. DISCLOSURE STATEMENT

The Operator is disclosing information as required by 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**

1. Assisted Living Residences are permitted to charge for services on a flat fee basis, where all Basic Services in Section I.B. are included in a single fee, or a tiered fee

basis, where charges for Basic Services in Section I.B are determined by the type of services provided or the number of hours of care provided. This is referred to as the "Basic Rate." This community/residence operates with a tiered fee Basic Rate.

2. *Select all that apply:*

☐ The Resident ☐ The Resident's Representative

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

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

B. **Tiered Fee Arrangements**

Home of the Good Shepherd utilizes tiered fee arrangements.

Any "Tiered" fee arrangements, in which the amount of the Monthly Rate depends upon the types of services provided, the number of hours of care provided per week for some type of service and the fees for each "tier" of care, are set forth in detail in **Exhibit III.D** and made a part of the Agreement. Such exhibit describes the types of services provided, the number of hours of care provided per week for such service, the fees for each "tier" of care, and describes who will be providing care, if other than staff of the Operator. The Tiered Rate as of the date of this Agreement is ($_____ per month and $_____ per day) or $_____ for the Basic Rate plus the Tiered Rate.

C. **Supplemental or Additional Fees**

1. The Residency Agreement includes a description of supplemental and additional fees from the Operator directly or through arrangements with the Operator, stating who provides such services if not the Operator, and providing a detailed explanation of the services and amenities covered by the rates, fees or charges. See **Exhibit I.C.**

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

3. A Supplemental fee must be at the Resident's option. Any charges for supplemental fees by the Operator shall be made only for services and supplies that are actually supplied to the Resident.

4. An additional fee can be charged if included in the fee schedule and selected by the resident. In some cases, the law permits the Operator to charge an additional fee without the express written approval of the Resident (See Section III.E.1).

D. **Community Fee**

1. Community Fee is a one-time fee that the Operator may charge at the time of Admission. The Operator must clearly inform the prospective Resident what the amount of the Community Fee will be as well as any terms regarding refunds of the Community Fee. The prospective Resident, once fully informed of the terms Community Fee, may choose whether to accept the Community Fee as a condition of residency in Home of the Good Shepherd or to reject the Community Fee and thereby reject residency at Home of the Good Shepherd.
2. The amount of the one-time Community Fee is $2,500.
3. The Community Fee is non-refundable after Resident moves in. This non-refundable status applies regardless of early termination, cancellation, or any other circumstance.

E. **Rate or Fee Schedule**

1. Attached as **Exhibit III.D** and made a part of this Agreement is a rate or fee schedule, covering both the Basic Rate and any Additional or Supplemental 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.

F. **Billing and Payment Terms**

1. Payment is due on or before the first (1st) day of each month and shall be delivered to the Facility's Administrator or authorized representative.

2. In the event the Resident, Resident's representative or Resident's legal representative is no longer able to pay for the services provided for in this Agreement or additional services or care needed by the Resident, the facility shall be entitled to follow the provisions regarding termination of the agreement set forth in Section XIV.

G. **Adjustments to Basic Rate or Additional or Supplemental Fees**

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

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

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

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

H. **Bed Reservation**

1. The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is based on the applicable daily rate, which varies depending on the type of room reserved. (The total of the daily rate for a one (1) month period may not exceed the established monthly rate). The length of time the space will be reserved is thirty (30) days.

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

## 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 (3) business days after Your discharge, 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, a check for

the outstanding balance of any advance payments on the basis of a per diem proration, if any, and any property or things of value held in trust or custody by the operator under Section VII of this agreement. The Operator shall also return to You any money that comes into Operator's possession after your discharge by forwarding such funds to you. The Operator shall contact you to retrieve any property or items of value that come into the possession of the Operator after Your discharge or transfer and allow You at least three (3) days to pick up such items.

## V. RESIDENT DEATH

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.

## VI. TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

If You wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time following admission and during Your residency, and the Operator has agreed to accept such transfer, the Operator must enumerate the items given or promised to be given and attached to this agreement a listing of the items given or transferred. Such listing is attached as **Exhibit VI** and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

## VII. PROPERTY OR ITEMS OF VALUE HELD IN THE OPERATOR'S CUSTODY FOR YOU

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

## VIII. 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.

## IX. 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.

## X. PERSONAL ALLOWANCE ACCOUNTS

Some recipients of Supplemental Security Income (SSI) may be entitled to a monthly personal allowance in accordance with Social Services Law. The Operator agrees to offer to establish a personal allowance account for any Resident who received either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DOH-5195) with You and 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.

## XI. ADMISSION AND RETENTION OF 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 Services

Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. An operator shall not exclude an individual on the basis of an individual's mobility impairment and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with federal, state and local laws.

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 Services 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 "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 XIV 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 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 descend stairs; or (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; (d) have chronic unmanaged urinary or bowel incontinence; or (e) who require EALR services offered by the community, which are listed in the EALR 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.

## XII. RULES OF THE RESIDENCE

Attached as **Exhibit XII** and made a part of this Agreement are the Rules of the Residence. By signing this Agreement, You and Your representatives acknowledge that you have received a copy of the Rules of the Residence and agreed to abide by them.

## XIII. RESPONSIBILITIES OF RESIDENT, RESIDENT'S REPRESENTATIVE AND RESIDENT'S LEGAL REPRESENTATIVE

A. You, or Your Resident 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 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 are 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 changes in health status, changes in physician, or changes 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:

_____

_____

_____

_____

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

## XIV. TERMINATION AND DISCHARGE

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

1. By mutual written 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;

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.

B. Involuntary termination of a Residency Agreement is permitted only for the following reasons, and if You object to the termination, termination is permissible only if the Operator initiates a proceeding in a court of competent jurisdiction and that court rules in favor of the Operator:

1. You require continual medical or nursing care which Home of the Good Shepherd 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 Home of the Good Shepherd.

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 Home of the Good Shepherd to other residences or is making other provisions for the Residents' continued safety and care.

C. If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will provide You a notice of termination and discharge, the notice will include the date of 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.

1. 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.

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

3. 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.

## XV. 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 thirty (30) days' written notice or court review, for the following reasons:

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

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

3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in Home of the Good Shepherd 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 XIV of this Agreement, except that the written notice of termination must be delivered to You at the location to which You have been transferred. For residents admitted to the Special Needs Assisted Living Residence or who have a guardian appointed, services will be made to the resident's representative or next of kin by certified mail, with a copy to the resident by certified mail.

C. 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.

## XVI. RESIDENT RIGHTS AND RESPONSIBILITIES

Attached as **Exhibit XVI** 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 Home of the Good Shepherd . The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

## XVII. COMPLAINT RESOLUTION

A. The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in Home of the Good Shepherd 's operations and programs are attached as **Exhibit XVII** and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of Home of the Good Shepherd.

B. The Operator agrees that the Residents of Home of the Good Shepherd 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.

C. 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.

## 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 applicable federal and state statutes and regulations that govern the license of the Operator shall be null and void, and the terms of applicable statutes and/or regulations will control.

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 Home of the Good Shepherd 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 in this Agreement which is required by statute or regulation shall be null and void.

## XIX. AGREEMENT AUTHORIZATION

We, the undersigned, reflect all the parties to be charged under this Agreement per Title 10 of New ork Codes, Rules, and Regulations 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.

| | |
|---|---|
| Date | Signature of Resident |
| Date | Signature of Resident's Representative |
| Date | Signature of Resident's Legal Representative |
| Date | Signature of Operator or 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, provided to You that are not covered by the Basic Rate, including:

_____

_____

_____

_____

_____

_____

_____

_____ _____

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) |

# EXHIBITS

**EXHIBIT I.A.1**

**IDENTIFICATION OF UNIT: _____**

Memory Care

- ☐ The “Yaddo” (Studio 255-296 sq ft)
- ☐ The “Canfield” (Courtyard Studio 255-296 sq ft)
- ☐ The “Congress” (Suite 324 - 352 sq ft)
- ☐ The “Roosevelt” (Suite with a Courtyard View 324 – 396 sq ft)

Memory Care with Enhanced Care

- ☐ The “Yaddo” (Studio 255-296 sq ft)
- ☐ The “Canfield” (Courtyard Studio 255-296 sq ft)
- ☐ The “Congress” (Suite 324 - 352 sq ft)
- ☐ The “Roosevelt” (Suite with a Courtyard View 324 – 396 sq ft)

# EXHIBIT I.A.3

## FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

The Operator will provide each resident with the following furnishings and personal items:

- 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;
- Two (2) sheets; one (1) pillowcase; at least one (1) blanket, one (1) bedspread; towels and washcloths; soap; and toilet tissue;
- A chair;
- A table;
- A nightstand;
- A lamp with shade;
- An individual dresser and closet space for storage of clothing;
- Lockable storage facilities which cannot be removed at will for personal articles and medications;
- A hinged, lockable entry door; in the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy; and
- Window coverings and window screens.

## EXHIBIT I.A.4

## FURNISHINGS/APPLIANCES PROVIDED BY YOU

*Please note the following are prohibited in the Resident's rooms: cooking or heating devices, including space heaters, coffeepots, including Keurig coffee pots, hotplates, heating pads, heated blankets, plug-in air fresheners, and wax melts.*

# EXHIBIT I.C

## ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

The following services, supplies or amenities are available as set forth below either from the Operator at no additional charge or at the charge set forth below, or from third parties outside of the Operator for fees established by the third party. The Operator does not bill for the below services.

| **Item** | **Additional Charge** | **Provided By** |
|---|---|---|
| Dry Cleaning | Resident pays dry cleaner directly | Dry cleaner of Resident's choice |
| Professional Hair Grooming | Hairdressers come to facility and charge Resident directly | Various hairdressers |
| Personal Toilet Articles | Available from local stores and paid directly by the Resident | Local stores of the Resident's choice |
| Commissary Goods | Available from local stores and paid directly by the Resident | Local stores of the Resident's choice |
| Scheduled Medical Transportation | Operator provides at no additional cost | Operator |
| Cultural/Activities Transportation | Operator provides at no additional cost | Operator |
| Long Distance Telephone Service | Resident contracts for directly | Provider of Resident's choice |
| Local Phone Service | Resident contracts for directly | Provider of Resident's choice |
| Air Conditioning (if available) | Operator provides at no additional cost | Operator |
| Basic Cable T.V. (if available) | Operator provides at no additional cost | Varies |
| Guest Meals | $5.00 per meal | Operator |
| Carpet Cleaning or Extra Cleaning Services | Operator provides at no additional cost | Operator |

# EXHIBIT I.D

## LICENSURE/CERTIFICATION STATUS OF PROVIDERS

Where the Operator cannot provide required or desired home care services under its licensure, the Resident may choose any licensed provider of home care services that serves the area and shall be charged directly by the chosen provider according to the fee schedule of the chosen provider. The following providers have worked with the Operator in the past:

- Saratoga County Public Health Nursing Service – Certified Home Health Agency;
- Seton Home Health Care – Certified Home Health Agency; and
- VNA of Albany – Certified Home Health Agency.

# EXHIBIT II

## DISCLOSURE STATEMENT

The Church Aid of the Protestant Episcopal Church in the Town of Saratoga Springs, Inc. d/b/a Home of the Good Shepherd (the "Operator") as operator of Home of the Good Shepherd (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 II.A** of this Agreement.

2. The Church Aid of the Protestant Episcopal Church in the Town of Saratoga Springs, Inc. d/b/a Home of the Good Shepherd is licensed by the New York State Department of Health to operate Home of the Good Shepherd at 390 Church Street, Saratoga Springs, New York 12866, 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 continue to reside in Home of the Good Shepherd and to receive Enhanced Assisted Living services or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

   The Operator is currently approved to provide:

   a. Enhanced Assisted Living services for up to **42 persons.**

   b. Special Needs Assisted Living services for up to **42 persons**

   The Operator will post prominently in Home of the Good Shepherd on a monthly basis, the then-current number of vacancies under its Enhanced Assistance Living Services and Special Needs Assisted Living program.

**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 the choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your living space within Home of the Good Shepherd.

Following is a list of the needs/conditions that the Operator is able to serve and accommodate at Home of the Good Shepherd: **Dementia / Memory Care**

3. The owner of the real property upon which Home of the Good Shepherd is located is The Church Aid of the Protestant Episcopal Church in the Town of Saratoga Springs, Inc. d/b/a Home of the Good Shepherd. The mailing address of such real property owner is 400 Church Street, Saratoga Springs, New York 12866. The following individual is authorized to accept personal service on behalf of such real property owner: Denise Cote, Home of the Good Shepherd, 400 Church Street, Saratoga Springs, New York 12866.

4. The Operator of Home of the Good Shepherd is The Church Aid of the Protestant Episcopal Church in the Town of Saratoga Springs, Inc. d/b/a Home of the Good Shepherd. The mailing address of the Operator is 26 Rock Rose Way, Saratoga, New York 12020. The following individual is authorized to accept personal service on behalf of the Operator: Denise Cote, Home of the Good Shepherd, 400 Church Street, Saratoga Springs, New York 12866.

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 Home of the Good Shepherd: **N/A**

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 Home of the Good Sheperd , in the Operator: **N/A**

7. Outside Providers: All residents shall have the right to receive services from any provider, regardless of whether the Operator of this residence has an arrangement with the provider.

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

9. Public Funds: All residents should be aware that public funds for the payment of residential, supportive or home health services are available for eligible individuals. Residents should also be aware that the facility does not accept public funds payments as payment in full. Therefore, if the facility rate exceeds the amount of public funds available to the resident, and the resident is unable to pay (in full) the balance of the facility's basic daily rate, the facility will assist the resident in securing placement at another facility, pursuant to applicable law and regulation.

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

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number 1-855-542-6769 to request an Ombudsman to advocate for the resident. The Local LTCOP telephone number is 1-518-884-4100. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

12. New York State's laws and regulations applicable to adult care facilities and assisted living residences can be found in Article 7 of the Social Services Law, Article 46-B of the Public Health Law, 18 NYCRR sections 485-487 and 10 NYCRR Part 1001. Operators are also subject to certain federal regulations found at 42 CFR 441.301(c)(4).

# EXHIBIT II.A

## CONSUMER INFORMATION GUIDE BY THE COMMISSIONER OF HEALTH

*(See Attached)*

# EXHIBIT III.D

## RATE SCHEDULE (390 CHURCH STREET)

**Basic Special Needs Assisted Living ("SNALR") Services**

- Twenty-four (24) hour staff on duty
- Three (3) nutritious meals served daily and snack and nourishments
- All utilities (except phone)
- Weekly housekeeping, laundry and maintenance needs
- Case management
- Dietician Consulting
- Medication Management
- Emergency Call System
- Daily activities
- Scheduling, coordinating and transportation of medical appointments
- Assistance with and/or supervision of bathing
- Assistance with and/or supervision of dressing and grooming
- Cueing/directing, reminders for meals and activities
- Secure outdoor courtyard
- Assistance with eye drops, medicated creams/ointments, injections, blood sugar testing, PRN medication management, reading of vitals and reporting to the physician.

| | |
|---|---|
| **$8,520** | **The "Yaddo" (Studio 255-296 sq ft)** |
| **$8,786** | **The "Canfield" (Courtyard Studio 255-296 sq ft)** |
| **$9,053** | **The "Congress" (Suite 324 - 352 sq ft)** |
| **$9,319** | **The "Roosevelt" (Suite with a Courtyard View 324 – 396 sq ft)** |

**Special Needs Assisted Living with Basic Enhanced Services** – Services listed in Basic SNALR, with basic enhanced services.

- Daily assistance with toileting and incontinence care, including a daily toileting schedule
- Oxygen Management
- Nebulizer treatment
- Clean dressing changes, wound care services and/or monitoring and reporting of wound care
- Nursing assessments
- 1 person assist without a gait belt

| | |
|---|---|
| **$10,118** | **The "Yaddo" (Studio 255-296 sq ft)** |
| **$10,384** | **The "Canfield" (Courtyard Studio 255-296 sq ft)** |

**$10,490 The "Congress" (Suite 324-352 sq ft)**
**$10,597 The "Roosevelt" (Suite with a Courtyard View 324-399 sq ft)**

**Special Needs Assisted Living with Enhanced Tier 1**

**$12,248** - includes any/all services listed above, indwelling foley catheter care, condom catheter care, colostomy care, suprapubic catheter care, bladder/catheter irrigation, nephrostomy tube care and one (1) person (certified staff, HHA) assistance with a gait belt for transfer and/or ambulation.

**Special Needs Assisted Living with Enhanced Tier II**

**$14,378** - includes any/all services listed above and two (2) persons (certified staff, HHA) assistance with or without a gait belt for transfer and/or ambulation and/or supervision/assistance with feeding by an HHA, LPN or RN

# EXHIBIT VI

## TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

# EXHIBIT VII

## PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

*Complete and attach the DOH-5194 form here.*

# EXHIBIT XII

## FACILITY RULES AND REGULATIONS

1. In regard to safety and health, we maintain a nonsmoking facility for our residents. There is a designated smoking area for residents, please see the Administrator for details. All smoking paraphernalia (lights, matches or accelerant) are to be stored in the medication room for fire prevention purposes.
2. The use of cooking or heating devices is prohibited in the Resident's rooms. This includes space heaters, coffee pots, including Keurig coffee pots, hotplates, heating pads, heated blankets, plug-in air fresheners, and wax melts.
3. Candles and lead cords are not permitted in Resident's rooms. Battery operated candles and surge protectors are permitted.
4. We are responsible for medication supervision for those residents who do not self-administer their own medications. We ask that residents do not order their own medications without a staff member's knowledge, as we must have a doctor's order for all medication that our residents receive. For those residents who may self-administer medications (per MD) it is required that a written order from the doctor be obtained for all medications You are taking and that You notify staff of any changes. All self-administered medications I.E. Bengay cream, Visine, allergy medications, etc. need to be brought to the Case Manager for approval.
5. The Schedule for meals is as follows:

| Assisted | Enhanced |
|---|---|
| 8:00 a.m. | 8:30 a.m. |
| 12:00 p.m. | 12:30 p.m. |
| 5:00 p.m. | 5:30 p.m. |

   The dining room opens ten minutes before each meal. All residents must come to the dining room for meals. The only exception to this is for short-term illness. Please respect your tablemates, if You would like a guest to join You for a meal, please see the front desk to reserve a private table.

   Evening snacks are offered and provided by the staff. Snacks and beverages are always available, upon request. We ask that residents do not go in the kitchen for snacks without a staff member due to safety reasons.
6. All residents must be dressed for meals, including stockings and/or socks and shoes
7. Local telephone or toll-free calls are permitted on the house phones. Long distance calls or toll calls are the responsibility of the resident. If You need to use the house phone for long distance calls, please notify the office.
8. Good personal hygiene, since it affects the other residents as well as the control of infection, is necessary at the Home of the Good Shepherd. Assistance is provided to all residents in need of this service.
9. All appliances-radio, TV's, electronic clocks, furniture and clothing etc. must first be inspected by the Maintenance Department before being placed in the room of the resident.

10. A room inspection will be completed within 5 days of admission; any questionable items will be immediately removed for the safety of the resident.
11. In order to maintain the cleanliness, safety and NYSDOH compliance with all assistive devices that need to be installed (i.e., side rails, raised toilet seats, hospital beds, humidifiers etc.) we have created policies for. Certain devices will not be permitted until NYSDOH approval is received. Please see maintenance or the Case Manager for specific details.
12. Residents may decorate their rooms as they wish, including hanging pictures on the wall. A door ornament is permitted but limited to one at a time. Nothing is to be placed or posted on the windows.
13. Lock boxes are provided in the rooms for residents safe keeping of small items, i.e. jewelry, documents, cash, etc. Residents are encouraged to keep cash in the box or in an account at the front desk. If anything further is needed, please see the Administrator.
14. The Home's TVs are located in the common areas. Rules for their use are as follows:
    - TV will be OFF during Chapel and activities such as Music Programs and Guest speakers;
    - TV will be turned down by a staff member to an acceptable volume after 9 p.m.
15. Residents must sign in and out when leaving and returning to the building.
16. Visitors are required to sign in and out. Overnight visitors are not permitted.

In order to ensure the safety of all our residents, staff will conduct periodic safety and maintenance checks of resident rooms. You will be notified if there are any safety violations, but staff make the judgement to remove any safety hazards immediately.

<u>Additional Safety Reminders:</u>

Our building's hot water temperature can reach 120 degrees Fahrenheit. Please be aware and be sure to test and adjust water temperature to a comfortable temperature before use.

Our facility is equipped with surveillance cameras. The cameras will be used only for the purpose of monitoring the safety of residents, staff and visitors.

*Your cooperation in these matters will be greatly appreciated. This is our home, please keep it lovely and abide by the rules and regulations for your own wellbeing and safety.*

**EXHIBIT XVI**

**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; AND

(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, THAT IF A RESIDENT, RESIDENT REPRESENTATIVE OR LEGAL REPRESENTATIVE AGREES IN WRITING TO A SPECIFIC RATE OR FEE INCREASE THROUGH AN AMENDMENT OF THE RESIDENCY AGREEMENT DUE TO THE RESIDENT'S NEED FOR ADDITIONAL CARE, SERVICES OR SUPPLIES, THE OPERATOR MAY INCREASE SUCH RATE OR FEE UPON LESS THAN FORTY-FIVE DAYS WRITTEN NOTICE.

(Q) EVERY RESIDENT OF AN ASSISTED LIVING RESIDENCE THAT IS ALSO CERTIFIED TO PROVIDE ENHANCED 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 CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED ASSISTED LIVING PROGRAM.

(R) 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 XVII

## OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

## HOME OF THE GOOD SHEPHERD GRIEVANCE POLICY AND PROCEDURE

*A copy of the Grievance Policy is given to each resident upon admission to the Home.*

A suggestion box is prominently labeled and placed in the dining room for any Grievances or Recommendation the residents may have. The box is checked a minimum of three times a week.

Grievances and Recommendations will be made to the Administrator, who will maintain an open-door policy to encourage residents to directly voice their grievances or recommendations.

To submit a grievance/recommendation in the suggestion box, residents may fill out the form provided for this use. The forms are located adjacent to the suggestion box.

Upon receiving the Grievance/Recommendation, the administrator will evaluate and initiate the action needed for resolution within one week of receiving the Grievance. The grievance form will be returned to the resident along with an explanation of the resolution, signature of administrator, and date. This will ensure that the resident is informed of the resolution. In the event that a Grievance/Recommendation cannot be resolved or initiated, the resident will be advised, and an explanation will be forwarded to resident as aforementioned. In every event, the facility will respond within 21 days.

For those residents wishing to remain anonymous, treatment of grievance or recommendations will be done confidentially.

The procedure for this will be the same as for submitting grievances in the suggestion box, with the exception of the resident signing her name on the form.

These grievances will be addressed at the next scheduled Resident Council meeting and will be noted in the Resident Council Minutes.

# GRIEVANCE/RECOMMENDATION FORM

DATE: _____ RECEIVED BY: _____

Grievance/Recommendation submitted by: _____
(If you wish to remain anonymous, do not sign your name)

Grievance/Recommendation:

_____

_____

_____

_____

_____

_____

Discussion/evaluation of the above held on: _____

Between _____ and _____

Outcome (Select one):

☐ Explanation of Resolution/Action initiated: _____

_____

☐ No Resolution/Action able to be taken. Resident informed of Rights. Fact Sheet on Ombudsman provided. Explanation: _____

_____

Administrator's Signature: _____ Date: _____