

GLENMEADOW
Chestnut Knoll Assisted Living

RESIDENCY AGREEMENT

THIS RESIDENCY AGREEMENT (“Agreement”) is entered into this ___ day of _____ by and between Glenmeadow, Inc., ("Management") and _____ (“Resident” or “You”) for the use and occupancy of Glenmeadow in Longmeadow, Massachusetts including the services described herein, and for the fees and terms specified subject to the following terms and conditions.

I. YOUR RESIDENCE

A. TERM

This agreement is written for the term of one year commencing on _____ and terminating _____. This Residency Agreement may be renewed for additional periods not to exceed one year each upon the agreement of both parties. There is no restriction as to the number of renewals. Your financial obligations under this agreement are monthly. Renewals of this agreement shall be in accordance with the terms and conditions set forth in Section II-D.

B. OCCUPANCY

You may occupy _____ (your “Residence” or “Suite”) on _____. Your residence will be furnished with carpeting, window coverings, emergency call system, smoke detectors, sink, microwave and refrigerator. All other furnishings are your responsibility and you are at liberty to place and use your furniture without interference, provided safety standards are met. Management will be responsible for maintaining the building, grounds, utilities and appliances furnished by it as needed.

All suites are designed with lockable entry doors.

C. USE

The suite shall be used and occupied as a personal residence only. It is

understood that no more than two (2) persons may occupy the residence at one time.

D. STANDARD MONTHLY SERVICES AND AMENITIES

You may expect the following routine services and amenities included in your Monthly Residence and Service Fee:

1. Three meals a day served in the Assisted Living dining room. This includes therapeutic diets, which are reviewed every six months or more often if necessary, by a registered dietitian. Glenmeadow can accommodate restricted sugar, restricted sodium and low fat meals. The cost of therapeutic diets is included in the monthly fee.
2. Housekeeping services consisting of vacuuming, dusting surfaces, cleaning bathroom areas and changing bed linens weekly.
3. Weekly linen services and personal laundry cleaning weekly. There is an additional charge for more than once a week linen service.
4. Scheduled transportation services to community destinations. Refer to transportation schedules in Exhibit II for times and locations.
5. There will be one licensed nurse on duty 24 hours a day. The licensed nurse can provide assessment of the resident's condition, contact the Resident's physician on behalf of the Resident and administer medications under Glenmeadow's policy on Limited Medication Administration.
6. Lockable apartment doors.
7. Wall-to-wall carpeting and window coverings.
8. Kitchenette, including microwave, sink and refrigerator.
9. Pre-wiring access to telephone and cable television service. Basic cable television service is included as part of the monthly fee. Resident is responsible for cable television premium channel fees.
10. Water and sewer services and refuse disposal.
11. All utilities, except telephone and monthly cable fee.
12. Reasonable maintenance for both the interior and exterior of the suite, lawns, landscaping and pest control.
13. One or two bedroom apartments with private bathroom.
14. Emergency call system monitored by a staff member 24 hours a day.
15. Assigned surface parking.
16. An activities program that includes social, cultural, and recreational activities with an emphasis on social and physical programs.
17. Use of all common areas.
18. Personal assistance with or supervision of Activities of Daily Living

(ADL) including bathing, toileting, dressing, grooming and reminders/supervision of medications for a maximum of sixty (60) minutes per day (24 hour period). There will be at least two certified nursing assistants on duty twenty four hours a day to assist with activities of daily living. Additional assistance is charged in fifteen (15) minute units. We do not provide assistance with feeding as part of the monthly fee.

19. Medication management in accordance with Exhibit IX.

E. ADDITIONAL PERSONAL CARE SERVICES

In addition to the services listed above and in Exhibit I, you may at your option, and for an additional charge, receive additional personal care services ("Additional Personal Care Services") . Additional Personal Care Services will be provided by the Assisted Living staff or through an outside provider of your choice. The cost of Additional Personal Care Services is listed in the Schedule of Additional Service Charges, which is attached to this Agreement as Exhibit II.

F. OPTIONAL SERVICES (Exhibit II)

The following optional services are **not** included as part of your Monthly Residence and Service Fee, but are available at additional charges as defined in Exhibit II.

1. Beauty and barber services.
2. Guest meals.
3. Unscheduled Transportation for trips (advance notice required).
4. Telephone services.
5. Skilled Home Health Care Services, as ordered by your physician or specifically requested by you and provided by an independent agency or individual. Management can assist you in obtaining these services when ordered by your physician.

The charges for Home Health Care Services are charged directly to you by the Home Health Care provider and are not included in the Monthly Residence and Service Fee.

6. Linen services that exceed more than once a week.

II. FINANCIAL ARRANGEMENTS

A. MONTHLY FEES

The monthly rate for your residence is \$_____.

Management will provide to you a monthly statement itemizing your Monthly Residence and Service Fee and charges for additional personal care services, optional services, miscellaneous charges, the last payment received and the balance due. Payment for all fees shown on the statement is due within three business days of receipt of the bill. The first payment of the Monthly Residence and Service Fee is due at the time you first occupy the unit. Charges incurred for optional services provided at your request will be included in the following month's billing. Your right to occupy and use the Residence and to receive other services under this agreement is contingent upon timely payment of all due amounts.

Payments may be made by check or by electronic transfer. Payments may be mailed to Glenmeadow, 24 Tabor Crossing, Longmeadow, MA 01106 or dropped off at the Concierge Desk at the same address, any day between 7 AM and 10 PM.

A late payment fee (the "Late Payment Fee") of 1.5% shall be charged for any month in which any portion of the balance due is not paid by the tenth calendar day of the month due. You will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by Management in collecting all amounts past due under this Agreement.

Management shall have the right to adjust the Monthly Residence and Service Fee annually on the anniversary date of this Agreement provided that you receive written notice of such adjustment, at least sixty (60) days prior to such adjustment. Fees for optional services including Additional Personal Care Services may be adjusted from time to time, with appropriate sixty (60) day prior notice.

A new Residency Agreement will be entered into at least annually and upon any rate increase for which sixty days notice is required.

B. COUPLE FEE

When a second person occupies a residence, a separate Monthly Residence and Service Fee of \$_____ will be charged and will be included on the monthly statement. The amount of the fee is listed in the schedule of fees. If one person permanently vacates the residence, this Agreement shall continue in full force and effect and the Monthly Residence and Service Fee applicable to single occupancy of the residence shall apply. Any second person is subject to all terms and requirements of this Agreement, and shall be required to sign a copy of this Agreement prior to occupancy.

C. SECURITY DEPOSIT

A Security Deposit equal to one month's Monthly Residence and Service Fee, is due upon the signing of this Agreement. This Security Deposit shall be held by Management during the term of this Agreement or any renewal or extension thereof as security for the performance by you of all of the covenants of this Agreement. In the event that you default in any of the covenants of this Agreement, Management may apply said security deposit and interest earned, if any, as its own funds. Management shall hold your security deposit in accordance with the terms of this Agreement in an interest-bearing account.

Management shall not commingle such security deposit with funds other than security deposits paid by other Residents and will not pledge, or in any other way make use of such moneys, except as provided for in the section. When you vacate your Residence, Management shall have thirty (30) days to either:

1. Return the security deposit together with any interest earned to you,
or
2. Provide you written notice by certified mail of its intention to impose a claim on all of or a portion of the security deposit along with the reason for imposing the claim.

D. ANNUAL RENEWAL

This Agreement may be renewed yearly in accordance with such terms and

provisions as are agreed by you and Management. You will be contacted by Management at least sixty (60) days prior to the expiration of this Agreement. If you wish to renew, you must sign a Resident Renewal Agreement which will state any changes in terms, monthly resident fees and services to be provided.

A new Agreement will be signed annually. The lease will continue on a month to month basis, unless terminated with thirty (30) days notice by either party of the Agreement.

MEDICAL EXAMINATION OF RESIDENT

Management reserves the right to establish the medical criteria by which your eligibility to reside at Glenmeadow will be determined. Prior to occupancy, you shall be examined by a licensed physician, at your expense. The results of the examination may be used by Management to determine your eligibility for occupancy or continued occupancy under the Resident Renewal Agreement.

Residents who do not meet criteria for Assisted Living may provide additional necessary services from an outside source at their own expense.

Upon determination by Management, if your needs require services beyond those Management is willing and able to provide, and you do not provide these services privately, Management will promptly notify you or your Responsible Party (as defined in Section X) in writing. In case of termination due to medical reasons, any refund due shall be prorated through the date of transfer.

Annual physical examinations are required and shall be paid for by you.

III. TERMINATION OF AGREEMENT

This Agreement will commence on the date set forth above and will continue monthly and renewed annually, unless terminated in accordance with the provisions of this Section III. In the event a Resident Renewal Agreement has not been executed, Resident's Rights under this Agreement will continue on a month-to-month basis.

- A. Upon the occurrence of any of the following events Management may terminate this Agreement by providing you with 14 days prior written notice stating the reason for termination:
1. If you default in the payment of the Monthly Residence and Service Fee when due and fail to cure such default within fourteen (14) days after receipt of the notice of default;
 2. If in Management's sole opinion you are deemed to be habitually disruptive, create unsafe conditions for self, other Residents, or staff or are physically or verbally abusive to other residents, or otherwise endanger the welfare of other residents. Landlord tenant laws will prevail, and notice and summary process will be initiated;
 3. If you require skilled nursing care and do not provide the additional care you require privately. (See Exhibit VII for specific criteria requiring transfer from Assisted Living); or
 4. If you violate any term of this Agreement.
- B. In the event of the death of the Resident, this Agreement shall immediately terminate. All personal items shall be removed from the Apartment within thirty days of Resident's death.
- C. If you abandon or vacate your Suite, this Agreement shall automatically terminate. You may voluntarily agree to vacate your unit in accordance with your Residency Agreement.

Abandonment is defined as being away from your Suite for more than fourteen days without informing Management where you are and not paying for your rent during that period.

- D. Under any of the provisions of this section, you may not be evicted from your unit following termination of the Residency Agreement, except in accordance with the provisions of landlord/tenant law as set forth in Massachusetts General Laws, Chapters 186 and 239.

If this Agreement is terminated under this section, Management shall have the right to any security deposits and advance payments of Monthly Residence and Service Fee and apply these funds toward any amounts due from you under the terms of this Agreement, and Management may avail

itself of all remedies provided under the laws of the Commonwealth of Massachusetts.

M.G.L. 186.11 Termination of Lease for Nonpayment of Rent

Upon the neglect or refusal to pay the rent due under a written lease, fourteen (14) days notice to quit, given in writing by the landlord to the tenant, shall be sufficient to terminate the lease, unless the tenant, on or before the day the answer is due, in an action by the landlord to recover possession of the premises, pays or tenders to the landlord or to his attorney all rent then due, with interest and costs of suit. If the neglect or refusal to pay the rent due was caused by a failure or delay of the federal government, the commonwealth or any municipality, or any departments, agencies or authorities thereof, in the mailing or delivery of any subsistence or rental payment, check or voucher other than a salary payment to either the tenant or the landlord, the court in any such action shall continue the hearing not less than seven days in order to furnish notice of such action to the appropriate agency and shall, if all rent due with interest and costs of suit has been tendered to the landlord within such time, treat the tenancy as not having been terminated.

IV. RULES AND REGULATIONS

By assuming occupancy in the Residence, you agree that you will abide by and conform to such reasonable rules and regulations as may be established by Management including, but not limited to, the terms of this Agreement and Assisted Living at Glenmeadow Resident Handbook, as well as any amendments to the Handbook which may be made subsequent to your occupancy.

V. GRIEVANCE

Residents have the right to voice their complaints to the Health Care Coordinator, Executive Director or any other employee, about the care and treatment they receive, how their rights are or are not being protected and the behavior of other residents. The purpose of a grievance procedure is to establish a convenient, responsive outlet for resident concerns. A procedure is available so that you have the choice as to which avenue you would like to use to pursue your complaint. Residents may also contact the Assisted Living Ombudsperson at any time at (617) 727-7750 or (800) 243-4636. (See Exhibit III)

VI. ACCESS TO THE RESIDENCE

In the interest of your safety, Management and its staff shall have access to your Residence, upon reasonable notice, in order to carry out Management's obligations under this Agreement. Reasons for such entry shall include but are not limited to:

- Performance of direct care services,
- Performance of scheduled housekeeping duties,
- Response to emergency situations,
- Entry by authorized personnel in the event that your safety or safety of others is in question,
- Scheduled or emergency maintenance, and
- Reasonable belief that rules and regulations are being violated.

VII. NON-DISCRIMINATION

Glenmeadow is operated on a non-discriminatory basis and affords equal treatment and access to services to eligible persons regardless of age, race, color, religion, sex, national origin, ancestry or sexual orientation.

In the event you do not have the capacity to represent yourself and have no authorized representative to act on your behalf, Management shall refer you to an appropriate social service agency or other advocate.

VIII. REFUND POLICY

At the expiration of the Agreement, or any renewal thereof, if you have provided Management with 30 days prior written notice, you will be entitled to a prorated refund based on the daily rate for any unused portion of the Monthly Residence and Service Fee beyond the move-out date after all charges, including the cost of any documented damages to the residence. The refund shall be paid no later than thirty (30) days following removal of your property from the premises.

In the event of death, Management shall return all funds due you to your estate, or to any other authorized party you designated in writing prior to your death.

IX. RIGHT OF RE-ENTRY

If at any time during the term of this Agreement you abandon your Residence, Management may, at its option, enter the Residence without being liable for any prosecution thereof, and without becoming liable to you for damages or for any payment of any kind whatsoever.

If Management's right of re-entry is exercised following your abandonment of your Residence, then Management may consider any personal property belonging to you and left at Glenmeadow to also have been abandoned, in which case, Management may dispose of all such personal property in accordance with applicable law, and may lease the Residence to a new Resident.

You will be liable for all costs incurred with regard to the Residence from the date Management deems your Residence abandoned through the date a lease is signed with a new resident.

X. RESPONSIBLE PARTY

You must designate an individual (the "Responsible Party") who will have authority to direct your affairs in the event that you are incapacitated or otherwise unable to manage your own affairs. The Responsible Party must be of the capacity to act on your behalf, and to accept responsibility for any financial obligations, which may arise in connection with your residency. Residents are advised but not required to sign a Health Care Proxy and Durable Power of Attorney, prepared at their expense with their family attorney, and to have a copy of each on file at the Management Office.

XI. EMERGENCIES

You authorize Management to provide to you any care and assistance deemed by Management to be in your best interest under the circumstances and to take any such action reasonably prudent in the event of what Management deems to be an emergency. Management agrees to use its best efforts to notify person(s) designated by you in the event action under this section is deemed necessary. Management shall not be held liable for any cost, damages or losses due to actions taken by Management as deemed necessary in good faith.

XII. PERSONAL INJURY AND PROPERTY DAMAGE

You are responsible at all times for maintaining your own health, personal property, liability, automobile (if applicable), and other insurance coverage in adequate amounts. You acknowledge that Management is not an insurer of your person or property.

XIII. CONDITION AND MAINTENANCE

You hereby acknowledge the good condition of the Residence, and your acceptance of this Agreement is conclusive evidence that the Residence is in good and satisfactory condition that the Residence is in satisfactory condition as of the time of your initial Occupancy. You agree that no representation as to the condition of the Residence and that no promise has been made to decorate, alter,

repair, or improve the Residence unless otherwise provided in writing by Management and attached as part of this Agreement.

You agree to maintain the Residence and to surrender same in good condition, exclusive of normal wear and tear. You further agree to reimburse Management for any unusual wear and tear or damage to the Residence, whether or not caused by your negligence or intentional misconduct.

XIV. RESPONSIBILITY OF RESIDENCE

You agree to use your Residence as a private Residence only and may not sublet or rent the residence to other parties. No other persons shall occupy the Residence except guests on a short-term basis. You agree that no alterations will be made to the residence without prior written consent from Management.

XV. SUBORDINATION

You acknowledge that Management has the right to subordinate your rights to the rights of the Glenmeadow community as a whole, within the limits of applicable laws and regulations.

Notwithstanding such subordination, your right to quiet possession of the Residence shall not be disturbed so long as you pay the Monthly Residence and Service Fee and observe and perform all of the provisions of this Agreement.

XVI. GENERAL CONDITIONS

- A. This Agreement sets forth the entire understanding of the parties and no agreements or representations other than those expressed in this Agreement shall be binding upon the parties. If any part of this Agreement is held to be invalid or unenforceable, the rest of the Agreement shall remain valid and enforceable.
- B. This Agreement shall be construed and enforced in accordance with the law of the Commonwealth of Massachusetts, including landlord/tenant laws.
- C. All notices required hereunder shall be written and delivered in person or by mail addressed to the Residence, or to the address set forth below to the Responsible Party. This Agreement will be binding upon the parties hereto and their respective heirs, successors, legal representatives, and assigns.

- D. Management covenants to comply with all applicable federal and state laws and regulations concerning consumer protection and protection from abuse, neglect and financial exploitation of the elderly and disabled.
- E. Except as expressly stated in this Agreement, Management shall not be responsible for furnishing or paying for health care items or services including but not limited to physicians' services, skilled nursing services, surgery, inpatient and outpatient hospital care, laboratory and diagnostic tests, x-ray services, occupational therapy, physical therapy, treatment or examination of eyes or teeth, medications, vitamins, eyeglasses, contact lenses, hearing aids, orthopedic appliances, prosthetic devices, toiletries, and personal supplies which are not expressly included in this Agreement.
- F. Residents may be considered for financial support by the Board of Directors if they outlive the assets they reported to Glenmeadow at the time of occupancy. Glenmeadow may pay the difference between the monthly fee and the Resident's fixed income if it agrees to provide such subsidy. Subsidy is provided on a case by case basis. Glenmeadow complies with all federal and state laws in awarding subsidy and does not discriminate based on sex, color, religion, national origin or sexual orientation.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement, or have caused this Agreement to be duly executed on their behalf, as of the day and year first above written.

Signature
President and CEO, Glenmeadow

Signature of Resident

Date

Date

ASSISTED LIVING PRICE SCHEDULE

(Daily Rate)

<u>UNIT TYPE</u>	<u>UNFURNISHED</u>
A 1	\$187.66
A 1+	187.66
A 2	208.96
A 2+	208.96
A 3	227.80
1 A	227.80
A 1a	187.66

(Security Deposit of one month's rent payable in advance)

SECOND PERSON CHARGE

\$60.67 per day

Effective January 1, 2017

GLENMEADOW

Chestnut Knoll Assisted Living

ASSISTED LIVING SERVICES

- A.** Glenmeadow shall provide or arrange for the provision of the following:
1. Opportunities for socializing and access to community resources.
 2. For all residents whose service plan specify such services, supervision of and assistance with activities of daily living including, at a minimum, assistance with bathing, dressing, toileting and ambulation. Assistance of up to 60 (sixty) minutes per day. The sixty minutes also includes staff time involved in Self-Administered Medication Management and/or Limited Medication Management. We do not provide assistance with feeding as part of the monthly fee. Additional services beyond sixty minutes per day are available for an additional charge.
 3. Three meals daily. This includes therapeutic diets which are reviewed every six months or more often if necessary, by a registered dietitian. Glenmeadow can accommodate restricted sugar, restricted sodium and low fat diets
 4. Housekeeping of units and common areas. Weekly clean bathrooms; weekly vacuum, linen change, dusting; annual fall and spring cleaning. If more frequent cleaning is required, that can be provided for an additional charge.
 5. Self-administered medication management by personnel meeting standards for professional qualifications and training set forth in the regulations. Limited medication management provided by licensed staff nurses. The time spent by staff in medication management is counted toward the allowed sixty minutes per day of staff time.
 6. Ability to provide timely assistance to residents and to respond to urgent or emergency needs by the presence of 24 hour per day awake, on-site staff, by the provision of personal emergency response devices for all residents for the purpose of signaling such an awake staff person.

7. Basic laundry services. Laundry is done weekly. Bed linens are changed weekly, using your linens. Dry cleaning charges are an additional expense. Laundry service more than weekly is an additional expense.
 8. Heat, electricity, basic cable and air conditioning. (Premium cable channels and telephone in your Residence are a separate charge which you are responsible for).
 9. Licensed nurse are on duty twenty four hours per day, seven days a week. Nurses are available for emergency assessment and treatment but are not permitted to provide any skilled nursing services (i.e. injections, sterile dressing changes, etc.) The nursing staff provide Limited Medication Management to those who choose that service as part of their one hour of nursing care per day.
- B. Assisted Living residents may arrange for the provision of additional services, (at an additional cost) including the following: (See Exhibit II for a more detailed listing.)
1. Barber/Beauty services. Rates are available on the salon premises or you may continue to use your own salon.
 2. Local transportation for scheduled medical and recreational purposes. (i.e. podiatrist, optometrist, dentist) . Refer to the transportation policy and doctor's appointments policy. There is no charge for local transportation to shopping and medical appointments on specific days. Transportation at other times can be arranged at the resident's expense.
 3. Assistance with and supervision of activities of daily living which require more than 60 minutes per day.
 4. Activate phone and premium cable channels in Residence.
- C. Though Assisted Living staff may not be utilized, management will assist you, or your responsible party may arrange for, the provision of the following additional services
1. Health related services.
 - (a) Ancillary services for health-related care (i.e. physician, pharmacist, restorative therapies, podiatry, hospice) and other services

supporting the resident.

- (b) Temporary or emergency skilled nursing care, under arrangements with certified home health agencies, nursing facilities, or hospice care agencies.

2. Management of resident's funds.

D. You have the right to contract with any outside provider for additional services to the extent you so desire or require.

Local Agencies:

Visiting Nurse Association of Pioneer Valley, Inc.	781-5070
Spectrum Home Health Care	567-4606

Local Hospitals:

Baystate Medical Center	794-0000
Mercy Hospital	748-9000

Glenmeadow has agreements with four area skilled nursing facilities and can assist in such transfer upon resident need.

EXHIBIT IA

ASSISTED LIVING UNIT SIZES

Unit A1 = 441 SF

Unit A1+ = 460 SF

Unit A2 = 573 SF

Unit A2+ = 654 SF

Unit A3 = 645 SF

Unit A1a = 461 SF

.

EXHIBIT IB

**GLENMEADOW
Chestnut Knoll Assisted Living**

CONSENT FOR ASSISTED LIVING RESIDENCY

Date: _____

This is to certify that I, _____ will be residing in Glenmeadow's Assisted Living Unit and agree to abide by the policies governing this program. Landlord-Tenant Law prevails.

Signature of participant, legal guardian or responsible party

Witness

I understand that payment for services rendered is due upon receipt of invoice. Rent is payable on the first of the month in advance. A security deposit of one month's rent is required.

Cost Per Day \$ _____

Personal Care-Services/Additional Charge \$9.00 per fifteen minute visit beyond one hour per day.

Responsible party for billing:

Name _____

Address _____

Phone _____

Signature _____

EXHIBIT II

GLENMEADOW Chestnut Knoll Assisted Living

ADDITIONAL SERVICES CHARGES

Beauty Salon

Prices as posted.

Catering

Glenmeadow can create specific meals and cater events in your apartment or other public areas. Such items and events are priced individually.

Computer Support

Glenmeadow staff can assist in resolving basic technology problems with your computer, iPad or smart phone for \$50.00 per hour.

Cots

There is a charge of \$15.00 per night, plus tax, to use a folding cot and linens.

Covered Parking

If space is available in the garage, and you do not wish to pay the 100% refundable fee of \$9,500, you can rent a space for \$75.00 per month.

Dining Services

Meal prices as noted on the menu.

Emergency Pendant

The fee for an emergency pendant alarm is \$10.00 per month. There is a one time charge of \$150.00 for a lost pendant.

Fax Services

There is a charge of \$1.00 per page to send and receive a fax.

Glenmeadow At Home

Private duty staffing services are available for \$23.50 per hour. (Rates are billed at time and one half on New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas). There is also a charge of \$.55 per mile for transportation in your attendant's vehicle.

ADDITIONAL SERVICES CHARGES

(continued)

Guest Suites

The charge for guest suites is \$80.00 per night plus tax.

Housekeeping Services

There is a charge of \$23.50 per hour for services requested beyond the normal weekly cleaning and twice annual heavy cleaning.

Laundry Services

There is a charge of \$23.50 per hour for personal laundry beyond the once a week laundry service that is included in the monthly fee.

Maintenance Services

There is a charge of \$30.00 per hour for maintenance services to residents' personal belongings.

Medical Supplies

Residents are responsible for purchasing their own medical supplies, such as bandages and ointments. If Glenmeadow purchases these for you, we will charge you the actual cost plus 10%.

Nursing Services

There is a charge of \$9.00 per fifteen-minute visit for Nursing services beyond one hour per day. If you require more than sixty minutes of staff time in the provision of assistance with activities of daily living or with the management of medications, the additional time will be billed at \$9.00 per fifteen-minute interval.

Nutritional Supplements

Residents are responsible for purchasing their own nutritional supplements. If Glenmeadow purchases these on your behalf, we charge you the actual cost plus 10%.

Transportation

There is a charge of \$30.00 per hour for trips over seven miles or when scheduled transportation is not provided. Non-scheduled transportation is subject to driver availability. There is also a \$10.00 fee for late arrival for departure times.

Wall Safe

A wall safe can be installed for a one-time, non-refundable fee of \$160.00
January 1, 2017

EXHIBIT III

GLENMEADOW Chestnut Knoll Assisted Living

GRIEVANCE PROCEDURE

Resident Rights include a grievance procedure that is accessible and responsive. The ability to speak up and raise issues is one important means through which residents influence their own environment. Staff actions that discourage or frustrate the grievance process violate resident's rights.

The purpose of a grievance procedure is to establish a convenient, responsive outlet for resident concerns.

Residents have the right to voice their complaints as to:

- The care and treatment they receive.
- How resident rights are or are not being protected.
- The behavior of other residents.

It is especially important that no pressure be placed on the resident to remain silent. The law prohibits any form of restraint, interference, coercion, discrimination, or reprisal in connection with the exercise of rights.

The following policy exists so that you or your responsible party has the choice as to which avenue you would like to take your complaint:

1. When you voice a complaint/grievance to a staff member, the staff member will give every consideration to resolving the situation. The complaint may be put in writing and given to the Health Care Coordinator, the Executive Director or any other employee.
2. The department involved will hear the complaint/grievance as soon as possible, but within forty-eight hours. If the department is to handle the problem, it will do so in a timely manner with follow up written documentation, but at least within two days.
3. If the problem is simply routine in nature and the department can readily satisfy the situation for both parties, it will do so.
4. If you feel the problem has not been resolved to your satisfaction, you will be referred to the Executive Director.

GRIEVANCE PROCEDURE

(continued)

5. A log for recording formal resident complaints is maintained by the Health Care Coordinator.

6. Ombudsmen are available and Glenmeadow encourages their participation. Residents have the right to contact the Assisted Living Ombudsman at anytime at:

1-800-AGE-INFO (1-800-243-4636) or 1-617-727-7750
TTD/tty: 1-800-872-0166

or in writing to:

The Assisted Living Ombudsman Program
Executive Office of Elder Affairs
One Ashburton Place, Fifth Floor
Boston, MA 02108

EXHIBIT IV

**GLENMEADOW
Chestnut Knoll Assisted Living**

INCIDENT REPORT

DATE: _____ TIME: _____

RESIDENT CONTACTED ON: _____

BY: _____

LIST CONCERN OR COMPLAINT IN DETAIL:

OUTCOME: _____

EXHIBIT V

GLENMEADOW Chestnut Knoll Assisted Living

RESIDENTS' RIGHTS

- A.** Every resident of Glenmeadow shall have the right to:
1. Live in a decent, safe, and habitable residential living environment;
 2. Be treated with consideration and respect and with due recognition of personal dignity, individuality, and the need for privacy;
 3. Privacy within the Resident's Unit, subject to rules of Glenmeadow reasonably designed to promote the health, safety and welfare of Residents;
 4. Retain and use his/her own personal property, space permitting, in the Resident's living area so as to maintain individuality and personal dignity;
 5. Private communications, including receiving and sending unopened correspondence, access to a telephone, and visiting with any person of her or his choice;
 6. Freedom to participate in and benefit from community services and activities and to achieve the highest possible level of independence, autonomy and interaction at Glenmeadow;
 7. Directly engage or contract with the following providers to obtain care in the Resident's Unit or in such other space in Glenmeadow as may be available to Residents to the same extent available to persons residing in private homes: 1.) any licensed or certified health care providers to obtain necessary health care services; and 2.) other necessary care and service providers, including, but not limited to, the pharmacy of the Resident's choice or medication packaging system within reasonable limits, set by Glenmeadow.
 8. Manage his/her own financial affairs, unless the Resident has a Legal Guardian or other court-appointed representative with the authority to manage the Resident's financial affairs;
 9. Exercise civil and religious liberties;

RESIDENTS' RIGHTS

(continued)

10. Present grievances and recommended changes in policies, procedures and services to the Sponsor, Manager or staff of Glenmeadow, government officials, or any other person without restraint, interference, coercion, discrimination, or reprisal. This right includes access to representatives of the Assisted Living Ombudsman program established under M.G.L. c. 19D, s.7 the Elder Protective Services program established under M.G.L. c. 19A, ss. 14 through 26 and the Disabled Persons Protection Commission (DPPC) established under M.G.L. c. 19C, et seq.;
11. Upon request, obtain from Glenmeadow the name of the Health Care Coordinator or any other persons responsible for his/her care or the coordination of his/her care;
12. Confidentiality of all records and communications to the extent provided by law;
13. Have all reasonable requests responded to promptly and adequately within the capacity of Glenmeadow;
14. Upon request, obtain an explanation as to the relationship, if any, of Glenmeadow to any health care facility or educational institution insofar as the relationship relates to his/her care or treatment;
15. Obtain from a person designated by Glenmeadow a copy of any rules or regulations of Glenmeadow which apply to his/her conduct as a Resident;
16. Privacy during medical treatment or other rendering of services within the capacity of Glenmeadow;
17. Informed consent to the extent provided by law;
18. Not be evicted from Glenmeadow except in accordance with the provisions of landlord/tenant law as established by M.G.L. c. 186 or M.G.L. c. 239 including, but not limited to, an eviction notice and utilization of such court proceedings as are required by law;
19. Be free from restraints. Bed rails, including all rails or bars that run partially or fully along one or both sides of a resident's bed, that function as restraints are not permitted. A bed rail is permitted only if it is not functioning as a restraint. The intent of this is to mitigate the risk of

RESIDENTS' RIGHTS

(continued)

entrapment, when a resident could be trapped or entangled in the space in or about the bedrail, mattress or bed frame, which can result in serious injury or death.

20. Receive an itemized bill for the basic fee and for charges, expenses and other assessments for the provision of Resident services, personal care services and optional services;
21. Have a written notice of the Resident's Rights posted in a prominent place in the Assisted Living Residence. This notice shall include the name, address, and telephone numbers of the Assisted Living Ombudsman office and EOEA and the telephone number of the Elder Abuse Hotline where complaints may be lodged;
22. Be informed in writing by Glenmeadow of the community resources available to assist the Resident in the event of an eviction procedure against him or her. Such information shall include, but not be limited to, the name, address and telephone number of the Assisted Living Ombudsman Program.

- B.** The sponsor covenants to comply with applicable Federal and State laws and regulations concerning consumer protection and protection from abuse, neglect and financial exploitation of the elderly and disabled.

Complaints may be made to:

Commonwealth of Massachusetts
Executive Office of Elder Affairs
Assisted Living Ombudsman Program
One Ashburton Place, Fifth Floor
Boston, MA 02108

Phone: (617) 727-7750 or 1-800-243-4636

Or

Elder Abuse Hotline: (800) 922-2275

EXHIBIT VI

GLENMEADOW Chestnut Knoll Assisted Living

RESIDENT'S RESPONSIBILITIES

The residents of Glenmeadow's Assisted Living have many rights as spelled out in the Resident's Bill of Rights. However, they also have certain responsibilities that go along with these rights in order for Glenmeadow to run smoothly and efficiently. It is our goal to meet the needs of residents in an effective and efficient manner. Respecting these responsibilities will help Glenmeadow reach its goal.

These responsibilities are as follows:

1. You are responsible for providing accurate and complete information about present complaint, past illnesses and hospitalizations, medications, and other matters relating to your health.
2. You are responsible for reporting unexpected changes in your condition to a member of the health care staff.
3. You are responsible for following the treatment plan recommended by the attending physician for your care.
4. You are responsible for making it known whether you do not understand a contemplated course of action and what is expected of you.
5. You are responsible for following the Glenmeadow's rules and regulations affecting resident care and conduct.
6. You are responsible for following instructions of health professionals as they carry out the coordinated plan of care and implement the responsible physician's orders and as they enforce the applicable facility rules and regulations.
7. You are responsible for your actions if you refuse treatment or do not follow the health care staff's instructions.
8. You are responsible for being considerate of the rights of the other residents and Glenmeadow personnel.
9. You are responsible for your personal behavior.

RESIDENTS' RESPONSIBILITIES

(continued)

10. You are responsible for being respectful of the property of other persons at Glenmeadow and towards staff. Staff are also entitled to be treated with respect.
11. You are responsible for assuring that your financial obligations are fulfilled as required by the terms of residency.
12. You are responsible for maintaining cleanliness of clothes and personal hygiene which includes at minimum, a weekly shower and shampoo, and daily shaving for men.
13. You will also have your unit cleaned by housekeeping to keep the unit in good shape as scheduled by the facility. The property must be kept in satisfactory condition.
14. Residents and staff share a responsibility to help Glenmeadow maintain a safe and pleasant environment for all. This means treating others, including residents, guests of residents, and staff, with courtesy and respect. It also means complying with the facility's non-smoking policy, and respecting the personal and family privacy of others in the Residence.
15. You are also asked to cooperate in matters of scheduling by being on time for appointments, letting Glenmeadow know ahead of planned absences from the facility, and giving advance notice of special transportation or assistance needs.
16. You are expected to assist in preventing theft or accidental loss of your personal property by making sure that your belongings are properly marked.
17. Insurance on furniture, miscellaneous items (clothes), etc. is recommended. Please contact your insurance agent regarding this matter.

EXHIBIT VII

GLENMEADOW Chestnut Knoll Assisted Living

SERVICE LIMITATIONS IN ASSISTED LIVING

Glenmeadow provides up to one hour of Nursing care daily. We are not a skilled nursing care facility and are limited in the services that can be provided here.

Residents will be deemed no longer appropriate for Assisted Living who present one or more of the following;

1. Incontinence for which the Resident can not or will not participate or cooperate in the management of the problem.
2. Requiring two persons to transfer
3. Ongoing skilled nursing needs
4. Cognitive impairments that present a danger to the Resident or a danger or disruption to other Residents, such as physical assault, loud or inappropriate behavior.
5. Uncontrollable wandering
6. Inability to perform two activities of daily living
7. Requiring more than one hour of Nursing time daily
8. Need to be fed

The decision for alternate placement will be made based on recommendations of medical personnel, including Glenmeadow's Medical Director, Nursing staff and the Resident's attending physician after the Resident's needs have been discussed with the Resident and his/her responsible party. The final decision regarding relocation from Assisted Living is with the Executive Director.

A Resident may elect to pay for additionally required services if this can be done safely in the opinion of the Executive Director and Health Care Coordinator.

EXHIBIT VIII

GLENMEADOW Chestnut Knoll Assisted Living

MANAGEMENT AND STAFF RESPONSIBILITIES

Glenmeadow recognizes the critical role that all employees of the organization play in creating a caring and supportive environment and in assuring that Resident needs are met. To support the staff in fulfilling their responsibilities, the following expectations of behavior are delineated;

All employees of Glenmeadow have been informed of and signed a statement, The Glenmeadow Pledge. The Glenmeadow Pledge states:

“As an employee of Glenmeadow Retirement Community, I pledge to perform all my duties in a manner that supports the Mission of the organization. To successfully meet this goal everyday, I agree to:

Treat residents, co-workers, and visitors in a polite, respectful, and professional manner.

Respond to every resident request before completing my shift that day.

Accept the problems of every department as the challenges of the entire Glenmeadow team, and work together to find solutions.”

Additionally, staff is expected to:

1. provide services in accordance with the Resident’s service plan.
2. abide by all federal and state laws including those which prohibit Resident abuse.
3. abide by all rules and regulations which govern assisted living, including, but not limited to, Resident Rights.

Management at Glenmeadow shall be responsible for adequately supervising and supporting the performance of the Glenmeadow staff in carrying out its responsibilities.

September 2006

Revised February 2008

EXHIBIT IX

GLENMEADOW Chestnut Knoll Assisted Living

LIMITED MEDICATION ADMINISTRATION

Residents of Chestnut Knoll Assisted Living at Glenmeadow may opt for limited medication administration. Residents who choose this option may have their medications administered by a family member or by a registered or licensed practical nurse employed by the Residence.

Nurses employed by the residents must have a valid Massachusetts license. They may administer non-injectable medications prescribed or ordered by an authorized prescriber. Medications may be administered by oral or other routes (e.g. topical, inhalers, eye and ear drops, medicated patches, as necessary oxygen, suppositories). Limited Medication Administration performed by a licensed nurse will be completed in accordance with all applicable laws, regulations and standards governing the medication administration by a nurse, including, but not limited to, documentation requirements.

Limited Medication Administration will be implemented following a written assessment determining a resident's need for assistance and the resident's agreement to this manner of medication management.

Limited Medication Administration is performed only from containers that have been properly filled and labeled by an authorized pharmacy. Nurses will only administer medications from original, pharmacy-labeled containers. Nurses will not administer medications that have been removed from their pharmacy-labeled container by another person.

The nursing staff may dispose of expired or discontinued medications by mixing them with coffee grounds and discarding them.

All medications will be kept in the Resident's apartment in a locked cabinet. The nurse will have the only key to the cabinet assuring the integrity of the medications. The nurse who administers the medication is responsible for documenting that the medication was administered, or refused and will also document the effects of any prn medications.

A pharmacist will randomly audit medication administration records (see Med Audit Policy).

EXHIBIT X

MEDICATION MANAGEMENT FOR SELF-ADMINISTERED MEDICATIONS

Residents who choose to do so, may manage and administer their medications independently without staff assistance or monitoring. Residents may also choose to self-administer their own medications with assistance from Glenmeadow staff.

Glenmeadow staff who assist with Self-Administered Medication Management will be either a licensed practical nurse or a registered nurse.

Self-Administered Medication Management will be implemented following a written assessment determining a resident's need for assistance and the resident's agreement to this manner of medication management

Nurses will assist Residents with prescription or over-the-counter medications whether they are prescribed on a regular basis or as necessary (prn). All Resident medications will be stored in the Resident's apartment, and, if necessary, be stored in the Resident's refrigerator.

Nurses who assist Residents with self-administration of medications must;

- Remind the resident to take their medication
- Check the package to ensure that the name on the medication package is that of the Resident
- Observe the Resident while they take the medication; and
- Document in writing their observation of the Resident's actions regarding the medication, including the date and time medication was taken, whether the medication was refused or that the Resident was not in their apartment

If requested by the Resident, the nurse performing Self-Administered Medication Management may open prepackaged medications and/or open pharmacy-labeled medication containers, read the name of the medication and the directions to the Resident and respond to any questions the Resident may have regarding the directions on the label.

Glenmeadow staff will not assist Residents with Self-Administration Medication Management if the medications have been removed from their original pharmacy-labeled container. The organization will randomly audit medication administration records and orders to assure compliance with organization policy. The organization will randomly audit at least nine records quarterly. The results will be reviewed by the Risk Management Committee.