

**NEWBRIDGE ON THE CHARLES, INC.
ASSISTED LIVING
RESIDENCY/RESPITE AGREEMENT**

This Residency/Respite Agreement (“Agreement”) is made this _____ day of _____ 20__ between _____ (the “Resident”), _____ “the Responsible Party”, (if any) and NewBridge on the Charles, Inc./Assisted Living (“NBOC, Inc./AL”). If two or more persons sign this Agreement as Resident, the word “Resident” as used herein shall apply to both or all persons and the use of the singular number herein shall be construed to include the plural number when there is more than one Resident.

WHEREAS, NBOC, Inc./AL operates an assisted living facility at 6000 Great Meadow Road, Dedham, Massachusetts to provide a non-institutional, supportive environment to individuals requiring some assistance with the activities of daily living; and

WHEREAS the Resident desires to live at NBOC, Inc./AL and benefit from the services provided; and

WHEREAS the Responsible Party, if any, has undertaken responsibility for certain of the obligations of the Resident under this Agreement;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants undertaken below, the Parties agree as follows:

Additional material terms and conditions to your residency are included in the following documents, attached hereto and incorporated as reference herein, and discussed later on in this Agreement:

1. Resident Handbook (the “Resident Handbook”), attached to this Agreement as Schedule 1.
2. Disclosure of Rights & Services Statement attached to this Agreement as Appendix I.

If this Agreement is for respite care as indicated in Section VI, all references to the Monthly Fee shall be interpreted as referring to the Respite Care Fee.

I. LIVING ACCOMMODATIONS

During the term of this Agreement following the date that the Resident’s occupancy at NBOC, Inc./AL is scheduled to commence as specified in Schedule 2 to this Agreement (the “Occupancy Date”), NBOC, Inc./AL will provide the Resident the use of the following facilities

and provide services as part of the Monthly Fee specified in the Schedule of Fees attached as Appendix II to this Agreement, subject to the terms of this Agreement:

- A. Living Unit. NBOC, Inc./ AL will provide Resident a single or double living Unit, as specified in Schedule 2 to this Agreement, with a lockable entry, full bathroom and kitchenette.
- B. Common Areas. The use of the common areas of the building, which are provided for the mutual enjoyment of all residents of NBOC, Inc./AL and which include dining areas, activity rooms, fitness room, porches, spa, beauty/barber shop and living room.
- C. Use of Unit. The Resident will use the Unit only for residential dwelling purposes.
- D. Occupancy. The Resident will not permit any friends, relatives or guests to occupy the Unit overnight without notifying NBOC, Inc./AL and in accordance with the policies set forth in the Resident Handbook. The Resident also agrees to provide prior notice in advance of being absent from the Unit.
- E. Access to Unit. The Resident is entitled to privacy in the Unit to the extent consistent with single or double occupancy. Nonetheless, NBOC, Inc./AL and its agents may enter the Unit to carry out obligations under this Agreement, to provide the services requested by the Resident or Responsible Party, to respond to emergencies or calls for assistance, to make repairs or improvements. NBOC, Inc./AL will respect the Resident's privacy and, except in the case of emergency, will provide reasonable notice before entering the Unit. The Resident and/or Responsible Party are prohibited from changing or in any way altering the locks for the Unit without the prior written permission of the Executive Director.
- F. Maintenance. NBOC, Inc./AL will maintain the Unit in a habitable condition, will maintain all common areas in a clean and structurally safe condition, and will maintain all equipment, appliances, fixtures, electrical, plumbing, heating, ventilating, and air conditioning equipment in safe working order. The Resident will maintain the Unit in a safe, clean and orderly condition. The Resident will not intentionally damage the Unit or make any permanent modifications to the Unit without the prior written consent of NBOC, Inc./AL. NBOC, Inc./AL may impose a reasonable charge in the event additional or heavy-duty cleaning or maintenance services are required to restore the Unit to a safe or sanitary condition. Personal items such as pictures, small furniture items, lamps and memorabilia will be allowed in NBOC, Inc./AL as long as such items do not present a safety risk to resident or other residents.
- G. Notice of Defects. The Resident or the Responsible Party will notify NBOC, Inc./AL promptly of any defects in the Unit or its equipment, appliances, or fixtures. NBOC, Inc./AL will commence to repair such defects in a timely manner.

- H. Pets. Pets are not permitted at NBOC, Inc./AL due to the consideration of the needs of all other residents living at NBOC, Inc./AL. Visits with pets may be allowed upon the reasonable discretion of NBOC, Inc./AL.
- I. Smoking. Smoking is prohibited in Resident Units and on the premises of the campus.
- J. Rules and Regulations. The Resident will comply to the extent of the Resident's cognitive capabilities with all rules and regulations of the Resident Handbook. The rules and regulations may be amended in writing by NBOC, Inc./AL at any time, with prior written notice to the Resident and the Responsible Party. For reasonable rules for conduct and behavior for staff, management and residents, please refer to the Disclosure of Rights & Services Statement attached to this Agreement as Appendix I.
- K. Temporary Relocation. Resident and Responsible Party also acknowledge that Resident may be relocated to another similar unit within NBOC, Inc./AL in order for NBOC, Inc./AL to make repairs or improvements or to perform major maintenance. Prior to such relocation, NBOC, Inc./AL will provide thirty (30) days prior written notice to Resident and Responsible Party (except in the case of emergency repairs) and will provide Resident and Responsible Party an opportunity to discuss in advance with NBOC, Inc./AL the proposed relocation. An addendum to this Residency Agreement will be signed by both parties before the relocation.
- L. Permanent Transfer. The Resident and Responsible Party acknowledge that if, due to changed mental or physical status, the Resident can no longer occupy the Unit in a manner that is safe and consistent with the Resident's needs or which poses a risk to the health and safety of others, the Resident may be transferred to another Unit in NBOC, Inc./AL or may be requested to leave NBOC, Inc./AL upon thirty (30) days prior written notice to the Resident and/or Responsible Party in accordance with the provisions of Section VII.C, herein. Discussions with the Resident and/or Responsible Party will be held to review reasons for transfer before written notice is given. The foregoing notwithstanding, a situation that presents an imminent and serious threat to the health and safety of the Resident or others may require immediate transfer. Upon the NBOC, Inc./AL's reasonable determination that such action is in the best interests of the Resident or of others (e.g. residents, staff and visitors), the Resident will move to a different unit or leave NBOC, Inc./AL, as determined by NBOC, Inc./AL in its discretion and in accordance with NBOC, Inc./AL's policies, as discussed by the Resident and the Responsible Party prior to or at the time of admission.
- M. Assumption of Risk. Residents and their families should be aware that assisted living involves the Resident's "assumption of risk"; residents are free to make their own decisions in their daily living and certain of these decisions may create a risk of an adverse result. When NBOC Inc./ AL is aware of such risks, it will attempt to work with the

Resident and family, if applicable, to provide assistance to minimize such risk when legally permissible. NBOC Inc./ AL, however, cannot be responsible for the Resident's actions and decisions.

II. RESIDENT SERVICES

During the term of this Agreement following the Occupancy Date, NBOC, Inc./AL will provide the Resident, or arrange for the provision of the following services, subject to the terms of this Agreement:

- A. Basic Services. NBOC, Inc./AL will provide assistance with those Activities of Daily Living and other Basic Services listed in Appendix II of this Agreement ("Basic Services") as part of the Monthly Fee. NBOC, Inc./AL may arrange in cooperation with the Resident and/or the Responsible Party (if any) to provide any Basic Services or other services under this Agreement through a qualified third party provider or it may provide such services directly through its staff.
1. Assessment. Prior to the Occupancy Date, NBOC Inc./AL staff in cooperation with the Resident and the Responsible Party (if any) will conduct an initial screening and Assessment ("Assessment") and develop the Service Plan ("Service Plan") which will identify the service needs of the Resident and which will specify the type, frequency, provider and cost of services to be provided.
 2. Service Plan. The comprehensive, interdisciplinary written Service Plan will be developed by NBOC, Inc./AL staff in cooperation with the Resident and/or the Responsible Party and will be reviewed within thirty (30) days following the Occupancy Date. The Service Plan will address activities, psycho-social needs, behavioral suggestions, communication techniques and care needs of the Resident to create a positive physical and emotional environment for the Resident. The Service Plan will be reviewed at least semi-annually with the Resident and/or Responsible Party or more frequently depending on the needs of the Resident or changes in the Resident's health or cognitive status.
 3. Activities of Daily Living. NBOC, Inc./AL will provide supervision of and assistance with the activities of daily living, as specified in the Resident's Service Plan, including any bathing, dressing, dining, ambulation, activity goals or other individualized care specified in the Service Plan. NBOC, Inc./AL will also provide instrumental activities of daily living including laundering of bed linens and towels, housekeeping, socialization and similar tasks. The foregoing notwithstanding, NBOC, Inc./AL will not be required to provide one-on-one personal supervision or assistance requiring more than one staff person at a time.

4. Self-administered Medication Management (SAMM). If specified in the Resident's Service Plan, self-administered medication management will be provided by NBOC, Inc./AL personnel meeting standards for professional qualifications and training as may be required by applicable regulations either through physical support and/or supervision. Supervision includes observing the Resident while the Resident performs an activity relating to medication. PRN (as needed) medications are to be given with nursing supervision only. See the attached Policy & Procedure for SAMM and PRN medications, Appendix III.
5. Limited Medication Administration (LMA). If specified in the Resident's Service Plan, Limited Medication Administration may be provided by a family member, practitioner or Registered or Licensed nurse. NBOC, Inc./AL offers LMA to Residents who are unable to self-administer medications for cognitive and/or physical reasons. The NBOC, Inc./AL nurse will be responsible to administer eye drops, ear drops, nose drops/sprays, inhalers, medicated creams/lotions/ointments, patches, medicated powders and liquid medications. See the attached Policy & Procedure for LMA, Appendix IV.
6. Meals. NBOC, Inc./AL will provide three meals per day in NBOC, Inc./AL's dining rooms or in the Resident's room in the event of illness. Special or therapeutic diets (i.e. low salt, low fat, cut up, ground) will be provided upon specific orders from the Resident's physician and consultation with NBOC, Inc./AL's dietitian and Food Service Director. Diets will be reviewed every six (6) months or as needed. Snacks will also be provided.
7. Utilities. NBOC, Inc./AL will supply water, sewer, electricity, gas, heat, air conditioning, smoke detectors, sprinklers, emergency communication system and wiring for telephone and cable service. The Resident and/or Responsible Party will be solely responsible for any telephone and cable service arrangements including and related charges and equipment.
8. Housekeeping. NBOC, Inc./AL will provide housekeeping services, consisting of weekly vacuuming, dusting cleared surfaces, cleaning bathroom and changing linens in individual units. Common space areas will be cleaned daily.
9. Laundry. NBOC, Inc./AL will provide weekly laundry service for bed linens and towels, including pickup and delivery. Personal laundry equipment also will be available to Residents for their own use if able or with staff assistance. Dry cleaning will be at the Resident's expense. Additional fees are charged for personal laundry service. (See Appendix II.)

10. Recreational Programs. NBOC, Inc./AL will regularly schedule social, educational, religious, recreational and therapeutic activity programs and provide opportunities for socializing and access to community resources, as appropriate for each Resident.
11. Wellness Program. NBOC, Inc./AL will make available a nurse to conduct quarterly wellness assessments, consisting of a blood pressure check, nutrition counseling, flu clinics, health education, and referral to medical services if needed.
12. Transportation. NBOC, Inc./AL will schedule transportation to various community services and activities sponsored by NBOC, Inc./AL. NBOC, Inc./AL may charge an additional fee for specific transportation services.
13. Coverage. NBOC, Inc./AL will ensure that awake staff members are on duty twenty-four hours per day, seven days per week.
14. Resident Care Services. NBOC, Inc./AL employs nurses whose functions are to oversee and execute the Service Plan. Nurses will offer recommendations and advice to a resident. NBOC, Inc./AL nurses do not provide directly or supervise skilled nursing services (e.g. injections, sterile dressing changes, tube feedings, continuous oxygen, catheters, or physical therapy) although such services may be arranged through a qualified third party provider in accordance with the policies set forth in the Resident Handbook.

B. Emergency Response Service. The Unit will be equipped with a personal emergency response system for the security of the Resident and staff. A staff member will be available at all times to monitor and respond to emergency needs of the Resident, and if necessary to request emergency medical assistance from emergency services available in the area. Emergency medical services are not furnished by NBOC, Inc./AL but will be arranged by NBOC, Inc./AL staff. NBOC, Inc./AL maintains a policy for response to smoke and fire alarms and to outside access door alarms. This policy will be reviewed with the Resident and Responsible Party (if any) before admission. Alarm systems are linked to computer and telephone systems. NBOC, Inc./AL will conduct regular maintenance and testing of the alarm system.

NBOC, Inc./AL staff does not provide CPR; in the event of a medical emergency, 911 will be called.

C. Additional Services. Any Additional Services may be provided upon request of the Resident or the Responsible Party at fees agreed upon by the parties including but not limited to those listed in Appendix II attached hereto as such services and fees may be revised from time to time upon prior written notice to Resident. Additional Services means any services other than Basic Services to be provided by NBOC, Inc./AL to the

Resident pursuant to Section II, Resident Services, of this Agreement and any other or goods or services requested at any time by the Resident or the Responsible Party and provided by NBOC, Inc./AL.

- D. Non-Covered Services. For those services not provided under this Agreement, the Resident may obtain non-covered services from any qualified provider of the Resident's and/or Responsible Party's choice, so long as the provider complies with applicable federal and state law, regulations and NBOC, Inc./AL policies and procedures.
- E. Progress Notes. NBOC, Inc./AL will maintain written progress notes on the Resident that will describe the type, amount, duration, scope and outcome of services that are rendered and the general status of the Resident. Progress reports will be shared with the Responsible Party at least every three (3) months or more often at their request.

III. RESIDENT'S RIGHTS

- A. Rights. In addition to the other rights and privileges conferred by this Agreement, the Resident shall have all rights listed in the Resident Rights & Services Disclosure Statement attached as Appendix I.
- B. Grievance Procedure. In addition to the grievance procedures and rights granted pursuant to the Resident Rights & Services Disclosure Statement in Appendix I and the Resident Handbook, the Program Manager designated by NBOC, Inc./AL as responsible for assisting in the preparation, periodic review and revision of the Resident's Service Plan, or his/her Responsible Party, will be available at reasonable times, by appointment during regular business hours, to discuss with the Resident and the Responsible Party any concerns the Resident may have regarding NBOC, Inc./AL's fulfillment of its obligations under this Agreement or concerns regarding the facility's fulfillment of its obligations. If, after meeting with the Program Manager, the concerns are not resolved to the Resident's satisfaction, the Resident may submit a written complaint to the Executive Director. The Executive Director will then schedule a meeting to resolve the grievance with the Resident, the Responsible Party and any other appropriate individuals. After review, the Executive Director will provide a response as soon as possible, however, no later than thirty (30) days from the date of the meeting. Any resident and/or family member has the right to contact the Assisted Living Ombudsman in the event that satisfactory conflict resolution is not achieved. Residents have the right to contact the Assisted Living Ombudsman at any time in the grievance process:

Assisted Living Ombudsman Program

Executive Office of Elder Affairs

One Ashburton Place, Fifth Floor

Boston, MA 02108\617-727-7750 or

1-800-AGE-INFO (1-800-243-4636)

TTY: 1-800-872-0166

Elder Abuse Hotline: 800-922-2275

Disabled Persons Protection Commission Abuse Hotline:

1-800-426-9009 V/TTY

NBOC Inc./AL encourages completing a Resident/Responsible Party's Satisfaction Survey to ensure quality care and address Resident and/or Responsible Party concerns.

IV. HEALTH STATUS

A. Health Evaluations. The purposes and goals of a non-institutional assisted living environment such as that maintained by NBOC, Inc./AL can best be achieved as long as the Resident maintains a level of physical and mental health which can be appropriately met by the level of care provided at NBOC, Inc./AL. Accordingly, the Resident and/or Responsible Party agree:

1. Application. All personal and medical information and history provided by the Resident and/or the Responsible Party in the initial application to NBOC, Inc./AL is true, complete and current as of the date of this Agreement.
2. Medical Information Form. The Resident or the Responsible Party has arranged with a physician for a medical examination conducted within three (3) months prior to admission and has submitted NBOC, Inc./AL's Medical Information Form completed by the physician. All information provided in the form is true, complete and current as of the date of this Agreement and will be updated prior to admission if requested by NBOC, Inc./AL staff or if there are changes in health status before admission.
3. Qualifying a Resident. Prior to moving to NBOC, Inc./AL and at any point during residency when a resident's functional status changes, his/her ability to live independently with the support available will be assessed using the NBOC, Inc./AL Assessment Tool. During the assessment process, the Assessment Tool will be used to identify the resident's level of independence according to functional abilities. Based on this information and NBOC, Inc./AL's offerings, a determination of personal care will be made. Services may be initiated for temporary illness or may be ongoing depending on the functional, health and cognitive status of the Resident. The Service Plan will reflect the needed assistance of any services provided by NBOC Inc./AL and/or by third party providers.
4. Admission Criteria.

- Recent medical history and complete physical examination from the primary care physician must be completed no more than three (3) months prior to admission
- Ability to ambulate independently
- May require assistance with activities of daily living (e.g. bathing, dressing, eating)
- Responds to staff redirection or supervision to modify behavior
- Incontinence, if present, must be easily managed by one staff member

We are unable to accept residents with the following:

- Unmanageable incontinence of bowel or bladder
- Requires hands on assistance with feeding or has a swallowing deficit
- Requires care from more than one care attendant to assist with activities of daily living (e.g. bathing, dressing, eating)
- Requires ongoing nursing and medical monitoring
- Exhibits behavior that is inappropriate or disruptive, or which may present a risk to the health and safety of others

5. Annual Exam. The Resident or the Responsible Party shall arrange with her or his physician to undergo an annual medical evaluation. The Resident or the Responsible Party will provide an updated Medical Information Form each year as requested by NBOC, Inc./AL.
6. Health Status. Following any hospitalization, accident or other indication of change in the Resident's health status, the Resident or the Responsible Party will, at NBOC, Inc./AL's request, arrange for a physical examination by a licensed physician and submit an updated Medical Information Form. The Resident or the Responsible Party will schedule all medical examinations of the Resident with a licensed physician chosen by the Resident or the Responsible Party. The Resident and the Responsible Party are responsible for paying any fees incurred for such exams or any other medical care provided to the Resident.
7. Ancillary Health Services. NBOC, Inc./AL will arrange for any ancillary health care services (e.g. home health care or hospice services), through a certified or licensed provider, deemed necessary by the Resident's physician due to a change in health care status. The Resident has a right to engage or contract directly with a health care provider for services in the Unit. If the Resident or Responsible Party chooses not to contact with a third party provider for necessary health care services, NBOC, Inc./AL may terminate this Agreement as set forth herein.

B. Release of Information. During the term of this Agreement, to the extent necessary to respond to emergencies, reasonably necessary meet the Resident's care needs or to otherwise comply with applicable law, the Resident, or where the context requires,

Responsible Party, hereby authorizes NBOC, Inc./AL to release both medical and other records and information concerning the Resident to the Responsible Party, other health care facilities, applicable government authorities, and other appropriate parties in need of such information, given the context.

V. RESPONSIBLE PARTY

A. Participation. By signing this Agreement, the Responsible Party, acting solely as agent for Resident under a Durable Power of Attorney, agrees to assist the Resident to fulfill the Resident's obligations pursuant to this Agreement. In addition, in the event that NBOC, Inc./AL determines that the condition of the Resident makes such assistance necessary or advisable, the Responsible Party will, at NBOC, Inc./AL's request:

1. Participate with NBOC, Inc./AL in evaluating the Resident's needs and in developing an appropriate Service Plan;
2. Provide any assistance to the Resident that is necessary to fulfill the Resident's obligations under this Agreement;
3. Provide assistance in arranging for the relocation or transfer of the Resident to a hospital, nursing home or other facility in the event that, in NBOC, Inc./AL's judgment, the Resident's needs can no longer be met by NBOC, Inc./AL for any period of time or such transition to a more appropriate setting is, in NBOC, Inc./AL's judgment, in the best interest of the Resident;
4. In addition, the Responsible Party will notify NBOC, Inc./AL of any change in the status of the Resident of which the Responsible Party is aware which may warrant modification of the Resident's Service Plan or may require the transfer of the Resident to another facility.

B. Financial Responsibility. The Resident and the Responsible Party represent and agree that the financial information submitted to NBOC, Inc./AL on the Financial Information Form is true and correct and current as of the date of this Agreement. Pursuant to this section, the Responsible Party hereby agrees that:

1. To the extent that the Responsible Party has access to or control over any assets or funds of the Resident, the Responsible Party shall not dispose of the Resident's assets in a manner which would jeopardize the ability of the Resident to satisfy obligations under the Agreement.
2. The Responsible Party, acting solely as agent for Resident under a Durable Power of Attorney, shall pay to NBOC, Inc./AL exclusively from resources of the Resident all amounts as may be due to NBOC, Inc./AL for services provided to the Resident under this Agreement.

3. The Responsible Party shall provide NBOC, Inc./AL with all copies of any durable power of Attorney, guardianship, health care proxy, advance directives, probate court or other court order appointing the Responsible Party as guardian or legal representative of Resident, if applicable, or any similar documents as NBOC, Inc./AL may reasonably request and will promptly notify NBOC, Inc./AL of any modifications, or change in the status of such documents or the rights conveyed thereby. Any such change or modification shall not relieve the Responsible Party of obligations pursuant to this Agreement to the extent the Responsible Party has the authority to fulfill such obligations.

VI. FEES AND FINANCIAL MATTERS

Community Fee. The Resident or the Responsible Party will pay NBOC, Inc./AL a Community Fee equal to one month's Basic Monthly Fee. The Community Fee is due on the Date of this Agreement together with the prepaid Monthly Fee, in the amount listed on the Schedule of Fees attached as Appendix II. Individuals accessing Respite Care are not required to pay a Community Fee.

- A. In the event that a Resident or Responsible Party terminates a lease effective within 60 days of the lease start date, the Community Fee is fully refundable and payable to the Resident or Responsible Party within 30 days. In the event that a Resident or Responsible Party terminates a lease effective more than 60 days from the lease start date, the Community Fee is not refundable.

B. Monthly/Respite Care Fees. Complete as applicable for Residency or Respite Care:

1. Monthly Fee. The Resident or the Responsible Party, acting solely as agent for Resident under a Durable Power of Attorney, will pay NBOC, Inc./AL in advance for the use of the Unit and the receipt of the Basic Services included in the Monthly Fee as indicated in the Fee Schedule, attached hereto as Appendix II and made part of this Agreement. The initial Monthly Fee of \$ _____ shall be paid to NBOC, Inc./AL along with the payment of the Community Fee of \$ _____, totaling \$ _____. In addition, a Second Resident Monthly Fee of **\$2,400** is included in the Monthly Fee if the Unit is a single Traditional Assisted Living Residence Unit occupied by two (2) residents. A Second Resident Monthly Fee of **\$2,800** is included in the Monthly Fee if the Unit is a Special Care Residence Unit occupied by two (2) residents.
2. Respite Care Fee. (See the Fee Schedule, attached hereto as Appendix II and made part of this Agreement.) The Resident or the Responsible party will pay NBOC Inc./AL for the use of the Unit for a Respite Care stay and the receipt of the Basic Services as follows: The Respite Care Fee for the Unit shall be \$ _____

per day, with a 14 day minimum stay required in a Special Care Residence and 30 day minimum stay required in a Traditional Assisted Living Residence, plus a second resident Respite Care Fee of \$ _____ per day. The anticipated Respite Care stay is from _____ to _____ for a total number of ____ days. The total Respite Care Fee of \$ _____ shall be paid to NBOC, Inc./AL. The maximum respite stay in assisted living at NBOC is 60 days. After that time, a Resident's status would change to full time, and the last month's rent and community fee would be charged.

3. Last Month's Fee. The Resident or Responsible Party, acting solely as agent for Resident under a Durable Power of Attorney, will pay NBOC, Inc./AL, along with the Community Fee and Monthly Fee, the amount of \$ _____ (the "Last Month's Fee") to be held by NBOC, Inc./AL during the term hereof or any extension or renewal. The Resident or Responsible Party agrees to increase the amount of the "Last Month's Fee" to reflect changes in the basic Monthly Fee which may occur during the Resident's occupancy. The "Last Month's Fee" is not a security deposit and is not intended to secure the performance of any obligation of the Resident under this agreement other than last Month's Fee. It is not applicable to Respite Care.
4. Payments. As of the commencement of Occupancy Date, the prepaid Monthly Fee shall be applied to the first payment of the Monthly Fee.

The first Monthly Fee shall be pro-rated if the Occupancy Date is not on the first day of such month. Any remaining amounts being held by NBOC, Inc./AL shall be applied by NBOC, Inc./AL to offset the Monthly Fee for the following month and the Resident and/or Responsible Party shall remit the balance due. Thereafter, all payments of the Monthly Fee are due in advance, by the 25th day of the previous month.

5. Absences. The Monthly Fee is due irrespective of whether the Resident is absent from the Unit at any time during the month due to hospitalization or other reasons in order for NBOC, Inc./AL to hold the Unit for the Resident. NBOC, Inc./AL is not obligated to provide any care or services or to provide any credit or offset to Resident fees due to Resident's absence.
6. Second Resident. NBOC, Inc./AL requires that the Resident provide thirty (30) days prior written notice of a Second Resident's termination of residency.

C. Return of Fees.

1. If the intended occupancy will not commence for any reason, then the prepaid Monthly Fee and Community Fee will be returned.

2. In the event NBOC, Inc./AL otherwise fails to deliver the Unit for the use of the Resident within thirty (30) days following the projected Occupancy Date, the Resident and/or Responsible Party may terminate this Agreement and obtain the return of the pre-occupancy fees (which consist of the Community Fee and the prepaid Monthly Fees) and the obligations of the parties to each other will cease.
- D. Excessive Damage Fee. The Resident or the Responsible Party, acting solely as agent for Resident under a Durable Power of Attorney, will pay an Excessive Damage Fee in the event the Resident causes any extraordinary damage to NBOC, Inc./AL. The Resident or Responsible Party, acting solely as agent for Resident under a Durable Power of Attorney, shall pay such fee upon receipt of an invoice from NBOC, Inc./AL which itemizes the damage and associated costs.
- E. Additional Services Fees. For any Additional Services requested by the Resident and/or the Responsible Party at any time or provided pursuant to this Agreement, the Resident and/or the Responsible Party, acting solely as agent for Resident under a Durable Power of Attorney, will pay the fees not included in Monthly Fees set forth in Appendix II and those fees agreed upon by NBOC, Inc./AL and Resident and/or Responsible Party. If the Resident and/or the Responsible Party asks NBOC, Inc./AL to provide any further services not identified here, the Resident and/or the Responsible Party, acting solely as agent for Resident under a Durable Power of Attorney, will pay NBOC, Inc./AL's normal charges for such services or pay the third party providers. All charges for additional services will be billed monthly and are also due by the 25th of each month. Services provided by third party providers will be billed by that provider.
- F. Monthly Statement. NBOC, Inc./AL will provide to the Resident and/or the Responsible Party a monthly statement itemizing fees, charges, payments received, and the balance due. The Resident and/or the Responsible Party, acting solely as agent for Resident under a Durable Power of Attorney, will pay a late payment fee of \$25.00 whenever the entire current balance due is not paid by the 25th of each month plus interest accruing at the rate of 1% per month on any balances overdue more than thirty (30) days. The Resident and/or the Responsible Party, acting solely as agent for Resident under a Durable Power of Attorney, will pay all costs and expenses, including reasonable attorneys' fees, collection costs and court costs, incurred by NBOC, Inc./AL in collecting amounts past due under this Agreement.
- G. Changes to Schedule of Fees. The fees charged by NBOC, Inc./AL for any service may be changed from time to time upon sixty (60) days prior written notice to the Resident and/or the Responsible Party, and an addendum to the signed contract will be signed by both parties.

VII. TERM AND TERMINATION

- A. Term. This Agreement will commence on the Date of this Agreement and continue for a term of twelve (12) months, or in the case of Respite Care, for _____, unless terminated by either party in accordance with the provisions of this section. At the conclusion of the initial period, if this Agreement is not terminated or re-executed, it will continue on a month-to-month basis, with all fees adjusted in accordance with NBOC, Inc./AL's then current rates.
- B. Termination by Resident. The Resident may terminate this Agreement for any reason, upon thirty (30) days prior written notice to NBOC, Inc./AL.
- C. Termination by NBOC. Except for a situation which may require a sooner termination as described below, and except for any additional procedures as may be required by law, NBOC, Inc./AL may terminate this Agreement prior to the expiration of its term, upon thirty (30) days prior written notice to the Resident and the Responsible Party upon the occurrence of any of the following events, as determined by NBOC, Inc./AL:
1. The Resident requires care or services other than Basic Services and Additional Services, that the Resident cannot provide or obtain for him/herself or staff is unable to provide;
 2. The Resident's behavior is disruptive, or presents a risk to the health and safety of Resident or others;
 3. The Resident or the Responsible Party fails to pay fees and charges when due, or breaches any representation, covenant, agreement, or obligation of the Resident or the Responsible Party under this Agreement; or
 4. The Resident's needs cannot otherwise adequately be met in NBOC, Inc./AL's environment.

NBOC, Inc./AL staff will participate in an exchange of information with the family and physician of each resident. Care planning meetings with staff and family members will be scheduled to discuss and to attempt to resolve these situations before a decision for termination is made.

In the event that NBOC, Inc./AL determines that the Resident's continued occupancy presents an imminent and serious threat to the health and safety of the Resident or others in, NBOC, Inc./AL may require, with the Responsible Party's assistance, an immediate transfer of the Resident to a suitable environment.

The Resident will vacate the Unit at the termination of this Agreement, which term when used throughout this Agreement includes the prompt removal by the Resident or the Responsible Party of the Resident's property and belongings and the return of all Unit keys. The Resident will leave the Unit and NBOC, Inc./AL's property, equipment, appliances, and fixtures in good condition, ordinary wear and tear excepted. Residents may not be evicted from the Unit following termination of the Agreement except in accordance with the provisions of landlord/tenant law as set forth in M.G.L. chs. 186 and 239.

NBOC, Inc./AL is not responsible for any of the Resident's property left in the Unit after the Resident has abandoned or vacated the Unit, whether voluntarily or subject to court order, but it may remove or store any such property at the Resident's expense. NBOC, Inc./AL will not be responsible for any damage or loss to such property and belongings while in storage.

- D. Automatic Termination. This Agreement will terminate automatically thirty (30) days after NBOC, Inc./AL receives notice of the death of the Resident and the Responsible Party has removed the Resident's property and personal effects, and has vacated the Unit.

The right to terminate this Agreement is not NBOC, Inc./AL's exclusive remedy. NBOC, Inc./AL retains all other rights and remedies provided for under this Agreement or under applicable law.

- E. Accrued Charges. The Resident and/or the Responsible Party will be liable for all charges accrued or incurred prior to the effective date of termination, regardless of whether the Resident vacates the Unit prior to the effective date of termination and regardless of whether NBOC, Inc./AL or the Resident terminates the Agreement. The Resident and/or the Responsible Party will be liable for all fees and expenses until all personal property has been removed and all charges have been paid through the termination date.

VIII. ADDITIONAL COVENANTS

- A. Legal Covenant. NBOC, Inc./AL shall comply with all applicable federal and state laws and regulations concerning consumer protection and protection from abuse, neglect and financial exploitation of the elderly or disabled persons.
- B. Personal Planning. Resident agrees to designate an attending physician and to keep NBOC, Inc./AL informed of any change in such physician. Resident agrees to prepare and execute a Health Care Proxy to make health care decisions in the event that Resident is unable to do so. Resident agrees to notify NBOC, Inc./AL promptly of any

changes to such document and ensure that NBOC, Inc./AL has a current contact information list of family members and other persons whom Resident wishes to be notified in the event of a serious health problem or the need for assistance.

- C. Acceptance & Review of Documents. Prior to occupancy, the Resident will acknowledge that he or she has had an opportunity to inspect the Unit and by the Occupancy Date will be deemed to accept the Unit as is. The Resident and the Responsible Party each acknowledge that they have reviewed and have been provided with a copy of the Resident Handbook.
- D. Interest in Property. This Agreement does not transfer any interest in real property to the Resident. It grants a license to use the Unit and common areas, subject to the terms of this Agreement, but it does not create a leasehold interest in any particular Unit. The interests of the Resident are subordinate the holder of any mortgage or note secured by the NBOC, Inc./AL's property and the Resident and the Responsible Party shall execute any agreement pursuant to such subordination as may be reasonably requested by NBOC, Inc./AL.
- E. Liability and Release. The Resident and/or the Responsible Party is responsible for maintaining adequate insurance coverage, including health, personal property, liability, and any other relevant insurance. NBOC, Inc./AL will not be liable to the Resident or the Responsible Party and the Resident and/or the Responsible Party hereby release NBOC, Inc./AL from liability for any personal injury or property damage (including, without limitation, damage to, or loss or theft of or personal property of Resident) suffered by the Resident or the Resident's agents, guests, or invitees unless due to staff negligence. The Resident and/or the Responsible Party acknowledge that NBOC, Inc./AL is not an insurer of the Resident's person or property. Notwithstanding anything contained in this Agreement to the contrary, no personal liability shall accrue against any individual, officer, director, member, partner, fiduciary of NBOC, Inc./AL, or any heir, personal representative, successor or assign of the foregoing with respect to any matters arising under this Agreement.
- F. Outside Services. If Resident wishes to employ an outside service contractor (i.e. a housekeeper or contractor), or a health care provider from a certified agency, (i.e., private duty nurse, aide or companion) in accordance with the Resident Handbook, the Resident agrees to notify the NBOC, Inc./AL. NBOC Inc./AL shall not be liable or responsible for any expense incurred, or debt or obligations of any nature or kind relating to any such services contracted by Resident. NBOC, Inc./AL is not responsible for any withholding, including taxes and Workers' Compensation, or for any liability arising out of activities in connection with services independently provided to Resident outside the scope of this Agreement.

IX. MISCELLANEOUS PROVISIONS

- A. Entire Agreement. This Agreement, including the Schedules and Appendixes, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and it supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein.
- B. Amendment. This Agreement may not be amended or modified unless it is in writing and signed by the Resident, Responsible Party (if any) and NBOC, Inc./AL.
- C. Assignment; Binding Effect. This Agreement is not assignable by the Resident and/or the Responsible Party without the prior written consent of NBOC, Inc./AL. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors-in-interest, heirs, successors and assigns.
- D. Severability. If any provision of this Agreement or the application of such provision to any person or circumstance will be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to persons or circumstances other than to those as to which it is held invalid or unenforceable will not be affected thereby and each other provision will be valid and be enforced to the fullest extent permitted by law.
- E. Waiver. The waiver by any party of any breach of this Agreement or the waiver of any term will not prevent subsequent enforcement of that term and will not be deemed a waiver of any subsequent breach.
- F. Governing Law. This Agreement and any disputes thereunder will be governed by and construed in accordance with the laws of Massachusetts.
- G. Captions. The section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- H. Counterparts and Originals. The parties shall sign this Agreement in counterparts. Each signed counterpart shall be an original, and all of them, together, constitute one and the same Agreement.
- I. Survival. Termination of this Agreement for any reason will not release either party from any liabilities or obligation set forth in this Agreement which by their nature would be intended to be applicable following any such termination.
- J. Notices. All notices given under this Agreement shall be in writing and shall be addressed to the Executive Director at 6000 Great Meadow Road, Dedham, Massachusetts 02026, and to the Resident's Unit and to the Responsible Party at the address on file. Such notices shall be delivered by hand, by certified mail or by

nationally recognized commercial carrier, postpaid and return receipt requested (if by mail), or with all freight charges prepaid (if by commercial carrier). Notice shall be deemed to have been given upon the date of delivery or within three (3) business days of mailing, as applicable.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

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 date first written above.

NewBridge on the Charles,
Inc.

Resident #1

Responsible Party,
*(acting solely as agent for
Resident under a Durable
Power of Attorney)*

(Signature)

(Signature)

(Signature)

(Title)

(Print Name)

(Print Name)

(Date)

(Date)

(Date)

6000 Great Meadow Road

(Address)

(Address)

Dedham, MA 02026

Resident #2

(Signature)

(Address)

Schedules & Appendices

Schedule 1: Resident Handbook, Dated May 1, 2009, as may be amended from time to time.

Schedule 2: Occupancy Date and Unit Designation

Appendix I: Disclosure of Rights and Services Statement, Dated May 1, 2009

Appendix II: Schedule of Fees, effective October 1, 2014

Appendix III: Policy & Procedure for SAMM/PRN and Medications

Appendix IV: Policy & Procedure for LMA

APPENDIX I

Disclosure of Rights and Services Statement Checklist and Acknowledgements

NewBridge on the Charles, Inc./AL (“NBOC, Inc./AL”) is certified by the Massachusetts Executive Office of Elder Affairs to operate as both a Traditional Assisted Living Residence (“ALR”) and a Special Care Residence (“SCR”). The building is wheelchair accessible. There are 91 Units in total. The Traditional ALR has 48 one- bedroom and 3 two- bedroom Units located on four floors. The Special Care Residence has 32 studios and 4 double occupancy Units located on two floors.

NBOC, Inc./AL has an obligation to inform you fully about our policies, your rights, and the terms of our Residency Agreement prior to accepting any payment from you. For your convenience, the following checklist identifies the key documents being provided to you as a part of this Disclosure of Rights and Services Statement. By placing your initials beside each section title and by signing this checklist you acknowledge that you have received a full copy of the NBOC, Inc./AL’s Disclosure of Rights and Services Statement and that an NBOC, Inc./AL representative has reviewed the content of these documents with you and has answered the questions you may have had.

1. _____ Section 1 – Copy of Resident Rights
2. _____ Section 2 – Grievance Procedure
3. _____ Section 3 – Rules of Conduct for Staff and Management
4. _____ Section 4 – Self-Administered Medication Policy (SAMM/PRN)
5. _____ Section 5 – Limited Medication Administration Policy (LMA)
6. _____ Section 6 – Description of Services Offered
7. _____ Section 7 – Assessments and Service Plans
8. _____ Section 8 – Service Limitations & Services not Provided by NBOC, Inc./AL
9. _____ Section 9 – Roll of Nurse and Staffing Levels
10. _____ Section 10 – Terms Relative to Cost and Payment (see Section VI and Appendix II in Residency Agreement)
11. _____ Section 11 – Termination of Agreement (see Section VII in Residency Agreement)
12. _____ Section 12- Disclosure of non-resident participation in MAL programs
13. _____ Attachment 1- Resident Informed Consent Form
14. _____ Attachment 2- Service Plans for ALR and SCR
15. _____ Attachment 3– Emergency Preparedness Instructions for Residents
16. _____ Attachment 4 – Mass. EOEA Assisted Living Consumer Guide

A full copy of the above described Disclosure Package has been given to me and verbally reviewed with me.

In addition, _____ (NBOC, Inc./AL representative) has informed me that I have the right to be accompanied by a Legal Representative, Responsible Party or other advisor.

Resident or Legal Representative

Date

NewBridge on the Charles, Inc./Assisted Living

Date

Section 1

RESIDENT RIGHTS

The Resident, as a Resident of NBOC, Inc./AL, has 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 the Assisted Living Residence 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 within the community to the extent such activities do not represent a danger to Resident;
7. Directly engage or contract with licensed or certified health care providers to obtain necessary health care services in the Resident's Unit or in such other space in the Assisted Living Residence as may be available to Residents to the same extent available to persons residing in their own homes and with other necessary care and service providers, including, but not limited to, the pharmacy of the Resident's choice subject to reasonable requirements of the Residence. The Resident may select a medication packaging system within reasonable limits set by the Assisted Living Residence. Any Assisted Living Residence policy statement that sets limits on medication packaging systems must first be approved by EOEA;
8. Manage his/her own financial affairs unless the Responsible Party has been granted authority and responsibility for the Resident's financial affairs;
9. Exercise civil and religious liberties;
10. Present grievances and recommended changes in policies, procedures, and services to the Center, Manager or staff of the Assisted Living Residence, 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 G.L. c. 19D, § 7, the Elder Protective Services program established under M.G.L. c.

19A, §§ 14 through 26 and the Disabled Persons Protection Commission (DPPC) established under M.G.L. c. 19C *et seq.*;

11. Upon request, obtain from the Assisted Living Residence in charge of his/her care, the name of the Service Coordinator or any other persons responsible for his/her care of 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 the Assisted Living Residence;
14. Upon request, obtain an explanation as to the relationship, if any, of the Residence 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 the Residence a copy of any rules or regulations of the Residence which apply to his/her conduct as a Resident;
16. Privacy during medical treatment or other rendering of services within the capacity of the Assisted Living Residence;
17. Informed consent to the extent provided by law;
18. Not be evicted from the Assisted Living Residence 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 physical and chemical restraints;
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 EOEI where complaints may be lodged; and

Be informed in writing by the Sponsor of the Assisted Living Residence 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 established under M.G.L. c. 19D, § 7, the Elder Protective Services program established under M.G.L. c. 19A, §§ 14 through 26 and the Disabled Persons Protection Commission (DPPC) established under M.G.L. c. 19C, *et seq.*

Assisted Living Ombudsman Program
Executive Office of Elder Affairs
One Ashburton Place, Fifth Floor
Boston, MA 02108\617-727-7750 or
1-800-AGE-INFO (1-800-243-4636)
tty: 1-800-872-0166

Elder Abuse Hotline: 800-922-2275

Disabled Persons Protection Commission Abuse Hotline:
1-800-426-9009 V/TTY

Section 2

GRIEVANCE PROCEDURE

In addition to the grievance procedures and rights granted pursuant to the Resident Rights and the Resident Handbook, the Program Manager designated by NBOC, Inc./AL as responsible for assisting in the preparation, periodic review and revision of the Resident's Service Plan, or his/her Responsible Party (if any), will be available at reasonable times, by appointment during regular business hours, to discuss with the Resident and/or the Responsible Party any concerns the Resident may have regarding NBOC, Inc./AL's fulfillment of its obligations under this Agreement or concerns regarding the facility's fulfillment of its obligations. If, after meeting with the Program Manager, the concerns are not resolved to the Resident's satisfaction, the Resident may submit a written complaint to the Executive Director. The Executive Director will then schedule a meeting to resolve the grievance with the Resident, the Responsible Party (if any) and any other appropriate individuals. After review, the Executive Director will provide a response as soon as possible, however, no later than thirty (30) days from the date of the meeting. Any Resident and/or family member have the right to contact the Assisted Living Ombudsman in the event that satisfactory conflict resolution is not achieved. Residents have the right to contact the Assisted Living Ombudsman at any time in the grievance process:

Assisted Living Ombudsman Program

Executive Office of Elder Affairs
One Ashburton Place, Fifth Floor
Boston, MA 02108\617-727-7750 or
1-800-AGE-INFO (1-800-243-4636)
tty: 1-800-872-0166
Elder Abuse Hotline: 800-922-2275
Disabled Persons Protection Commission Abuse Hotline:
1-800-426-9009 V/TTY

NBOC Inc./AL encourages completing a Resident/Responsible Party's Satisfaction Survey to ensure quality care and address Resident and Responsible Party concerns.

Section 3

GENERAL RULES OF CONDUCT FOR STAFF, MANAGEMENT AND RESIDENTS

A. Reasonable rules for conduct and behavior of Staff and Management:

NBOC, Inc./AL trains its entire staff in accordance with the requirements and regulations mandated by the Executive Office of Elder Affairs, our regulatory agency. It is therefore mandatory that all NBOC, Inc./AL employees observe the following standards as related to behavior:

1. All staff must treat each other, the property, and the Residents of NBOC, Inc./AL with respect and dignity,
2. All staff will work together to maintain the confidentiality of NBOC, Inc./AL Residents,
3. All staff is to speak English, the primary language of Residents of NBOC, Inc./AL in common areas and in Resident Units,
4. No staff members are permitted to take private gratuities from Residents or family members associated with NBOC, Inc./AL,
5. No staff are permitted to work privately for a Resident of the NBOC, Inc./AL community, and
6. Any behavior from an employee which jeopardizes the health or safety of either a Resident of another staff member is unacceptable and is grounds for potential termination, as deemed appropriate by the Executive Director and NBOC, Inc./AL.

B. Responsibilities and Representations of NBOC, Inc./AL:

1. NBOC, Inc./AL will maintain the common areas of NBOC, Inc./AL, the Unit and the equipment located in the Unit in good condition and in compliance with the State Sanitary Code and all other applicable laws, rules and regulations of agencies of competent jurisdiction.

2. The Resident is entitled to privacy in the Unit to the extent consistent with single or double occupancy. Nonetheless, NBOC, Inc./AL and its agents may enter the Unit to carry out obligations under this Agreement, to provide the services requested by the Resident and/or Responsible Party, to respond to emergencies or calls for assistance, to make repairs or improvements. NBOC, Inc./AL will respect the Resident's privacy and, except in the case of emergency, will provide reasonable notice before entering the Unit. The Resident and/or Responsible Party are prohibited from changing or in any way altering the locks for the Unit without the prior written permission of the Executive Director.

C. The duties of NBOC, Inc./AL will include the following:

1. Afford Residents the rights set forth in the Disclosure Statement attachment and the Resident's Handbook;
2. Provide self-administered medication management (SAMM/PRN) as required by state law;
3. Provide services to Residents in accordance with Service Plans developed through a process by which staff of NBOC, Inc./AL discuss the Service Plan and the needs of the Resident with the Resident and his/her Responsible Party (if any) or designee in such a way that the consequences of a decision, including any inherent risk, are understood by all parties and reviewed periodically in conjunction with the Service Plan, taking into account changes in the Resident's status and the ability of NBOC, Inc./AL to respond accordingly, and as required by state law;
4. Coordinate and provide Basic Services and other services required under Service Plans as required by state law;
5. Maintain written progress notes on each Resident who receives such services which describe the type, amount, duration, scope, and outcome of services that are rendered and the general status of the Resident's health.

D. Reasonable rules for conduct and behavior for Residents:

1. To live in a peaceful way respecting the rights of other Residents to comfort, safety, privacy, security, and peaceful enjoyment and to refrain from all acts which would interfere with such rights.

2. To comply with the rules, regulations, policies and procedures for NBOC, Inc./AL set forth in the Resident Handbook.

E. Responsibilities and Representations of the Resident:

1. To pay the Monthly Fee and any additional charges listed on the Monthly Statement upon receipt each month. Residents should receive statements within the first week of every month. It is understood that repeated late payment of the Monthly Fee and other charges when due constitutes a breach of this Agreement sufficient to justify its termination.
2. To pay other charges when due.
3. Not to assign or sublet the Unit.
4. Not to make any alterations, additions, repairs, or improvements to the Premises without NBOC, Inc./AL's permission. Alterations include placing holes in the walls (greater than that done in the normal hanging of pictures, mirrors, etc.), ceilings, woodwork or floors, painting, wallpapering, carpeting, window treatment (other than agreed upon shades or blinds), antenna or cable installations, additional or replacement locks, or removal or replacement of kitchen appliances. Any unauthorized alterations or additions shall be deemed "damage" under this Residency Agreement, which may be remedied by NBOC, Inc./AL at Resident's expense. In the event alterations are approved by NBOC, Inc./AL, the Resident agrees to reimburse NBOC, Inc./AL for the cost of refurbishing the Unit to its original state.
5. To pay an Excessive Damage Fee in the event the Resident causes any extraordinary damage to NBOC, Inc./AL. The Resident or Responsible Party (if any) shall pay such fee upon receipt of an invoice from NBOC, Inc./AL which itemizes the damage and associated costs.
6. To reimburse NBOC, Inc./AL for physical damage caused by Resident or Resident's agents, licensees or invitees through intentional acts, negligence or improper use.
7. To allow NBOC, Inc./AL (or service providers under contract with NBOC, Inc./AL) to enter the Unit to carry out the scheduled services.
8. Not to smoke, and not to permit guests, invitees or agents to smoke, and to refrain from use of candles or other open flames in the Unit. However, Residents are allowed to light candles for religious practices with supervision and without jeopardizing the safety and well-being of Residents.

Section 4

SELF-ADMINISTERED MEDICATION POLICY (SAMM) POLICY:

The purpose of the policy for self-administration of medications (SAMM) for Residents is to describe self-administration of medications and the procedures the staff will follow when caring for Residents.

PROCEDURE:

When Certified Nursing Assistants are assisting a Resident to self-administer medication, the CNA will:

- Knock before entering Resident's room.
- Introduce him/herself by name to the Resident.
- Wash his/her hands.
- Check the name of the Resident on the blister/bubble pack or cassette.
- Check the self-administered dosage against the label on the container and the medication sheet.
- Reassure the Resident that he/she is taking the right medication as prescribed by the physician.
- Remind the Resident to take the medication.
- Open the labeled medication packaging system (such as bubble packs or cassettes) for the Resident, to be done only in the Resident room or in front of the Resident, with cassette or bubble pack present with the Resident's name.
- Read the medication label to the Resident.
- Observe the Resident taking the medication.
- Guide the Resident's hand to his/her mouth if necessary.
- Document on a Medication Sheet if the Resident took medication or refused.
- Notify the nurse if the medication is refused.

The nurse will supervise eye drops, eardrops, patches or creams and will pour any liquid medication. If the Resident is to receive any injectable medication, the physician and/or RNP will set up this service through a certified home health agency or it will be given by the consulting registered nurse practitioner.

An individual plan for medication administration and storage will be developed for each Resident, relative to his or her ability or cognitive status and will be defined in the Service Plan.

CNA staff, under the direction of a nurse, will be trained in appropriate medication regime supervisory skills which will include reminding and cueing of the Resident or physical assistance with management of the medication. The CNA will document and initial the Medication Sheet accordingly. If a Resident refuses to take medication, CNA staff will attempt to redirect the Resident, return within 30 minutes and try again; if unsuccessful, the CNA will report to the nurse who will oversee medication supervision. However, if a Resident refuses, the CNA will circle his/her initials, write "refused" under his/her initials and notify the nurse on duty. The Responsible Party (if any) or physician will report any changes in medication to the nurse, who will communicate to CNA staff. The nurse will follow-up with the CNA on medications not charted or not given.

NBOC, Inc./AL will offer the Resident's family the use of blister/bubble packs through NBOC, Inc./AL's preferred pharmacy or the family will make their own arrangements with another pharmacy of their choice. Families or the Responsible Party (if any) will fill and label cassettes on a weekly basis if blister/bubble pack not used, and will supply current medication lists monthly, or whenever a change is made, to the nursing staff.

Physicians or RNPs seeing Residents in the facility will write orders and fax or call in new prescriptions to the pharmacy and notify the NBOC, Inc./AL nurse and family of changes. The nurse will check all new medication with labels on blister/bubble packs and cassettes when the medications come in and before they are placed in Resident rooms by the pharmacy.

Medication Assessment will be conducted upon admission, 30 days after admission, every 6 months thereafter, and/or with medication changes as necessary.

SELF-ADMINISTRATION MEDICATION MANAGEMENT (SAMM) PRN

POLICY:

Medication may be ordered by the health care provider to be taken on an as needed (PRN) basis.

PURPOSE:

To respect the rights of each Resident and to promote a safe environment for the Resident as it related to administration of medication.

PROCEDURE:

- A. The Resident is required to be an active participant in determining the need for medications ordered as PRN.
- B. If the Resident chooses to self-administer PRN medications, the Resident is encouraged to:
 1. Take the medications within the daily limits of the package directions.

2. Follow the manufacturer's recommendations for over-the-counter (OTC) medications.

C. When PRN medications are assisted with (SAMM):

1. The Resident must be able to verbalize the need for the medication in order to determine the appropriateness of administration.
2. Staff must document on the Medication Sheet the reason for administration.

D. When PRN medications are taken with assistance, the following documentation is noted on the Medication Sheet:

1. Date and time,
2. Complaints/symptoms for which medication was taken, and
3. Initials of person assisting the Resident.

E. SAMM/PRN medications must be cleared with a nurse prior to assisting the Resident with taking his/her medication. This ensures Resident safety as well as ensuring the proper documentation procedure. If a nurse is not available, or out of the building, then the on-call nurse should be paged or called prior to the CNA assisting the Resident with a PRN medication.

Section 5

LIMITED MEDICATION ADMINISTRATION (LMA)

POLICY:

Limited Medication Administration refers to medication that may be provided by a family member, practitioner or registered or licensed nurse. NBOC, Inc./AL offers LMA to Residents who are unable to self-administer medications for cognitive and/or physical reasons. The NBOC, Inc./AL nurse will be responsible to administer eye drops, ear drops, nose drops/sprays, inhalers, medicated creams/lotions/ointments, patches, medicated powders, non-injectable medications and liquid medications.

If the medication is packaged in a pharmacy-filled, 1 appropriately labeled package, the nurse can perform LMA with the guidelines listed below:

- A. The nurse must document appropriately on the Medication Sheet (i.e., if the Resident has taken his/her medication, refused medication, is not in his/her room, is in the hospital, or medication is not available).
- B. Must administer the medication at the appropriate time.
- C. Is required to check expiration date before administering medications.
- D. Is responsible to make sure that medications are continued to be stored in the proper storage area.
- E. Must follow appropriate guidelines, standards, and procedures by law when administering medications.

*Note: Limited Medication Administration (LMA) can only be provided by NBOC, Inc./AL staff between the hours of 7:00 a.m. – 9:00 p.m. Monday through Friday and 7:00 a.m. – 7:00 p.m. Saturday and Sunday.

Section 6

DESCRIPTION OF SERVICES PROVIDED BY NBOC, Inc./AL

Services and Accommodations: NBOC, Inc./AL will provide the Resident with private accommodations that consist of a lockable Unit with a full bathroom and, in the ALR, a kitchenette. The Resident will also have the right to use the common areas of NBOC, Inc./AL, including the dining areas, activity rooms, fitness room, porches, spa, beauty/barber shop and living room.

Transfers: NBOC reserves the right to require the Resident to move to a new or different Unit upon determining that his/her needs may be better served in another location at NBOC, Inc./AL. This situation may arise depending on the Resident’s individualized needs relative to his/her personal care and supervision.

Basic Services: NBOC, Inc./AL will provide assistance with those Activities of Daily Living and other Basic Services listed in Appendix II of this Agreement (“Basic Services”) as part of the Monthly Fee. NBOC, Inc./AL may arrange in cooperation with the Resident and/or the Responsible Party (if any) to provide any Basic Services or other services under this Agreement through a qualified third party provider or it may provide such services directly through its staff.

- A. Assessment. Prior to the Occupancy Date, NBOC Inc./AL staff in cooperation with the Resident and the Responsible Party (if any) will conduct an initial screening and Assessment (“Assessment”) and develop the Service Plan (“Service Plan”). (Section 7)

- B. Service Plan. A comprehensive, interdisciplinary written Service Plan will be developed by NBOC, Inc./AL staff in cooperation with the Resident and/or the Responsible Party within thirty (30) days following the Occupancy Date. (Section 7)
- C. Activities of Daily Living. NBOC, Inc./AL will provide supervision of and assistance with the activities of daily living, as specified in the Resident's Service Plan, including any bathing, dressing, dining, ambulation, activity goals or other individualized care specified in the Service Plan. NBOC, Inc./AL will also provide instrumental activities of daily living including laundering of bed linens and towels, housekeeping, socialization and similar tasks. The foregoing notwithstanding, NBOC, Inc./AL will not be required to provide one-on-one personal supervision or assistance requiring more than one staff person at a time.
- D. Self-administered Medication Management (SAMM). If specified in the Resident's Service Plan, self-administered medication management will be provided by NBOC, Inc./AL personnel meeting standards for professional qualifications and training as may be required by applicable regulations either through physical support and/or supervision. Supervision includes observing the Resident while the Resident performs an activity relating to medication. PRN (as needed) medications are to be given with nursing supervision only. (Section 4)
- E. Limited Medication Administration (LMA). If specified in the Resident's Service Plan, Limited Medication Administration may be provided by a family member, practitioner or Registered or Licensed nurse. NBOC, Inc./AL offers LMA to Residents who are unable to self-administer medications for cognitive and/or physical reasons. The NBOC, Inc./AL nurse will be responsible to administer eye drops, ear drops, nose drops/sprays, inhalers, medicated creams/lotions/ointments, patches, medicated powders and liquid medications. (Section 5)
- F. Meals. NBOC, Inc./AL will provide three meals per day in the NBOC, Inc./AL dining rooms or in the Resident's room in the event of illness. Special or therapeutic diets (i.e. low salt, low fat, cut up, ground) will be provided upon specific orders from the Resident's physician and consultation with NBOC, Inc./AL's dietitian and Food Service Director. Diets will be reviewed every six (6) months or as needed. Snacks will also be provided. Tray service to the Resident's Unit will be provided at no extra charge if medically indicated.
- G. Utilities. NBOC, Inc./AL will supply water, sewer, electricity, gas, heat, air conditioning, smoke detectors, sprinklers, emergency communication system and wiring for telephone and cable service. The Resident and/or Responsible Party will be solely responsible for any telephone, internet and cable service arrangements including and related charges and equipment

- H. Housekeeping. NBOC, Inc./AL will provide housekeeping services, consisting of weekly vacuuming, dusting cleared surfaces, cleaning bathroom and changing linens in individual Units. Common space areas will be cleaned daily.
- I. Laundry. NBOC, Inc./AL will provide weekly laundry service for bed linens and towels, including pickup and delivery. Personal laundry equipment also will be available to Residents for their own use if able or with staff assistance. Dry cleaning will be at the Resident's expense. Additional fees are charged for personal laundry service. (See Appendix II.)
- J. Recreational Programs. NBOC, Inc./AL will regularly schedule social, educational, religious, recreational and therapeutic activity programs and provide opportunities for socializing and access to community resources as appropriate for each Resident. The Special Care Residence will provide a minimum of ten hours a day, every day, of enrichment programming.
- K. Wellness Program. NBOC, Inc./AL will make available a nurse to conduct quarterly wellness assessments consisting of blood pressure checks, nutrition counseling, flu clinics, health education, and referral to medical services if needed.
- L. Transportation. NBOC, Inc./AL will schedule transportation to various community services and activities sponsored by NBOC, Inc./AL. NBOC, Inc./AL may charge an additional fee for specific transportation services.
- M. Coverage. NBOC, Inc./AL will ensure that awake staff members are on duty twenty-four hours per day, seven days per week.
- N. Resident Care Services. NBOC, Inc./AL employs nurses whose functions are to oversee and execute the Service Plan. Nurses will offer recommendations and advice to a resident. NBOC, Inc./AL nurses do not provide directly or supervise skilled nursing services (e.g. injections, sterile dressing changes, tube feedings, continuous oxygen, catheters, or physical therapy) though such services may be arranged through a qualified third party provider in accordance with the policies set forth in the Resident Handbook.

Emergency Response Service: The Unit will be equipped with a personal emergency response system for the security of the Resident and staff. A staff member will be available at all times to monitor and respond to emergency needs of the Resident, and if necessary, to request emergency medical assistance from emergency services available in the area. Emergency medical services are not furnished by NBOC, Inc./AL but will be arranged by NBOC, Inc./AL staff. NBOC, Inc./AL maintains a policy for response to smoke and fire alarms and to outside access door alarms. This policy will be reviewed with the Resident and Responsible Party (if any) before admission. Alarm systems are linked to computer and telephone systems. NBOC, Inc./AL will conduct regular maintenance and testing of the alarm system.

NBOC, Inc./AL unlicensed staff does not provide CPR; in the event of a medical emergency, 911 will be called.

Security: Upon entering NBOC, Inc./AL, all visitors are to sign in and upon leaving, sign out. All Residents also are requested to sign out and in when leaving and returning to the building. The front doors are locked at 8:00 pm and entry may be secured by ringing a bell. All other doors are intended to be exits only and are kept locked to prevent entry from the exterior. Each Unit also has an individually locked door.

Physical Design Features: NBOC, Inc./AL is fully accessible to Residents with disabilities. Each Unit is equipped with a lockable door, a kitchenette with a microwave and refrigerator (in ALR only), a full bathroom, basic cable, telephone jacks, window treatments and carpeting. There are no kitchenettes in the Special Care Residence. The following safety features are also included:

- Automatic Fire Alarm System
- Automatic Sprinklers
- Emergency Response System
- Secure Special Care Unit

Number and Type of Units: NBOC, Inc./AL will operate 91 total Units: 51 one and two bedroom Traditional Assisted Living Units; 40 Special Care Units, 32 of which are studio Units and 4 are double occupancy Units.

Additional Services: Any Additional Services may be provided upon request of the Resident or the Responsible Party (if any) at fees agreed upon by the parties including but not limited to those listed in Appendix II attached hereto as such services and fees may be revised from time to time upon prior written notice to Resident. Additional Services means any services other than Basic Services to be provided by NBOC, Inc./AL to the Resident pursuant to Section II of this Agreement and any other or goods or services requested at any time by the Resident and/or the Responsible Party and provided by NBOC, Inc./AL.

Non-Covered Services: For those services not provided under this Agreement, the Resident may obtain non-covered services from any qualified provider of the Resident's and/or

Responsible Party's choice, so long as the provider complies with applicable federal and state law, regulations and NBOC, Inc./AL policies and procedures.

If Resident wishes to employ an outside service contractor (i.e. a housekeeper or contractor), or a health care provider from a certified agency, (i.e., private duty nurse, aide or companion) in accordance with the Resident Handbook, the Resident agrees to notify the NBOC, Inc./AL. NBOC Inc./AL shall not be liable or responsible for any expense incurred, or debt or obligations of any nature or kind relating to any such services contracted by Resident. NBOC, Inc./AL is not responsible for any withholding, including taxes and Workers' Compensation, or for any liability arising out of activities in connection with services independently provided to Resident outside the scope of this Agreement.

Section 7

ASSESSMENTS AND SERVICE PLANS

Prior to the Occupancy Date, NBOC, Inc./AL staff in cooperation with the Resident and/or the Responsible Party will conduct an initial screening and Assessment and develop the preliminary individualized Service Plan which will specify the service needs of the Resident as well as the type, frequency, provider and cost of services to be provided. The Service Plan will include information provided by the Resident's physician and based on an evaluation completed within the three months prior to admission.

The Service Plan will detail:

- Basic Services needed (included in Monthly Fee),
- Additional Services needed (additional charges),
- Frequency and duration of services,
- Type of Medication Management program, if any,

- Description of any services arranged for by Resident and/or Responsible Party and provided by an entity other than NBOC, Inc./AL (such as VNA, private duty aides), and
- Need for a therapeutic diet; NBOC, Inc./AL will have a qualified dietician review Resident's dietary needs and make recommendations for implementation and management.

All Service Plans will be in writing and will be signed and dated by the Resident and/or Responsible Party and NBOC, Inc./AL.

The comprehensive, interdisciplinary written Service Plan will be developed by NBOC, Inc./AL staff in cooperation with the Resident, family and/or the Responsible Party and will be reviewed within thirty (30) days following the Occupancy Date. The Service Plan will address activities, psycho-social needs, behavioral suggestions, communication techniques and similar care needs of the Resident to create a positive physical and emotional environment for the Resident. The Service Plan will be reviewed at least semi-annually with the Resident, family and/or Responsible Party, or more frequently depending on the needs of the Resident or changes in the Resident's health or cognitive status.

NBOC, Inc./AL will maintain written progress notes on the Resident that will describe the type, amount, duration, scope and outcome of services that are rendered and the general status of the Resident. Progress reports will be shared with the family/Responsible Party at least every three (3) months or more often at their request.

Section 8

SERVICE LIMITATIONS AND SERVICES NOT PROVIDED BY NBOC, INC./AL

NBOC, Inc./AL does not provide the following services:

- A two-person assist with ADL care (ongoing)
- Assistance with feeding (this does not include cueing)
- Skilled nursing services from in-house nursing staff
- Medical monitoring from in-house nursing staff
- Non-medical personal transportation for residents (separate from recreational events)
- 1:1 staffing for individual residents
- CPR from non-licensed personnel (staff will call 911 during a health emergency)
- Crushing of medication, by NBOC staff
- Pureed diet
- Assistance with non self-managed oxygen

NBOC, Inc./AL is unable to accept residents with the following:

- Unmanageable incontinence of bowel and/ bladder,
- Requires hands-on assistance with feeding or has a swallowing deficit,
- Requires care from more than one CNA to assist with activities of daily living (i.e. bathing, dressing, eating),
- Requires on-going nursing and/or medical monitoring,
- Exhibits behavior that is inappropriate or that compromises the health and safety of others.

NBOC, Inc./AL does not allow the use of bedrails as restraints:

- Every resident of the assisted living has the right “to be free from physical and chemical restraints”.
- A bedrail may only be used in an assisted living if it is not functioning as a restraint.
- Bedrails are defined as ‘all rails or bars that run partially or fully along one or both sides of a resident’s bed’, including “U-bars” and similar devices that function as a restraint.
- Bedrails have been found in some cases to increase the incident of falls or head trauma due to falls and other accidents such as strangulation and entrapment.
- The resident must be able to **navigate independently** around the bedrail and safely get in and out of bed.
- The determination as to whether a resident meets this standard will be based on an assessment completed by a physical therapist or an occupational therapist. The resident will be reassessed on this standard every 6 months and/or after the resident experiences a significant change in his/her circumstances.

Section 9

ROLE OF NURSE AND STAFFING LEVELS

DIRECTOR OF NURSING: The Director of Nursing is responsible for monitoring the health and wellness of the Residents with respect to overseeing health, nutrition and dietary needs, activities of daily living, medication supervision, and assessing safety concerns of the Residents. The Director of Nursing’s responsibilities include, but are not limited to: the overall well-being of the Residents; the supervision and training of Certified Nursing Assistants; communication with all Resident support services, physicians, health care agencies and families; quality assurance and regulatory compliance. The Director of Nursing will work directly on the Resident care floor providing supervision and direction to all Certified Nursing Assistants. NBOC, Inc./AL nurses do not provide directly nor supervise skilled nursing services (e.g. injections, sterile dressing changes, tube feedings, continuous oxygen, catheters, or physical therapy) although such services may be arranged through a qualified third party provider in accordance with the policies set forth in the Resident Handbook.

STAFFING LEVELS: The appropriate staffing level is determined by an assessment of the aggregate Resident need for service determined through periodic review of the collective Resident Service Plans. NBOC, Inc./AL will have sufficient staffing at all times to meet the scheduled and unforeseen needs of the Residents and to respond promptly and effectively to emergencies. The Special Care Residence will have sufficient awake staff qualified by training and experience to meet the scheduled and unforeseen needs of the Residents and to respond promptly and effectively to emergencies.

When NBOC, Inc./AL is at or near full occupancy, the CNA schedule is as follows:

Traditional Assisted Living

7-3: 4 CNAs

3-11 3 CNAs

11-7: 2 CNAs

Special Care Residence

<u>Ground Floor</u>	<u>1stFloor</u>
7-3: 3 CNAs	3 CNAs
3-11 3 CNAs	3 CNAs
11-7 2 CNAs	2 CNAs

When NBOC, Inc./AL is at or near full occupancy, the RN schedule is as follows:

7 AM-5 PM Monday through Friday, 2 nurses

5 PM-9PM Monday through Friday, 1 nurse

7 AM-9PM Saturday and Sunday, 1 nurse

ALL STAFF IS AWAKE.

Section 10

TERMS RELATIVE TO COST AND PAYMENT

Please refer to Appendix II of the Residency Agreement for fee schedules for Basic Services included in the Monthly Fees and for Additional Service Fees, and to Section VI of the Residency Agreement, Fees and Financial Matters.

Additional Services Fees. For any Additional Services requested by the Resident and/or the Responsible Party at any time or provided pursuant to this Agreement, the Resident and/or the Responsible Party will pay the fees not included in Monthly Fees set forth in Appendix II and those fees agreed upon by NBOC, Inc./AL and Resident or Responsible Party. If the Resident and/or the Responsible Party asks NBOC, Inc./AL to provide any further services not identified here, the Resident and/or the Responsible Party will pay NBOC, Inc./AL's normal charges for such services or pay the third party providers. All charges for additional services will be billed

monthly and are also due by the 25th of each month. Services provided by third party providers will be billed by that provider.

Monthly Statement. NBOC, Inc./AL will provide to the Resident and/or the Responsible Party a monthly statement itemizing fees, charges, payments received, and the balance due. The Resident and/or the Responsible Party will pay a late payment fee of \$25.00 whenever the entire current balance due is not paid by the 25th of each month plus interest accruing at the rate of 1% per month on any balances overdue more than thirty (30) days. The Resident and/or the Responsible Party will pay all costs and expenses, including reasonable attorneys' fees, collection costs and court costs, incurred by NBOC, Inc./AL in collecting amounts past due under this Agreement.

Changes to Schedule of Fees. The fees charged by NBOC, Inc./AL for any service may be changed from time to time upon sixty (60) days prior written notice to the Resident and/or the Responsible Party, and an addendum to the signed contract will be signed by both parties.

GAFC. NBOC, Inc./AL does not participate in the MA Group Adult Foster Care Subsidy Program at this time.

Section 11

TERMINATION OF RESIDENCY AGREEMENT

- F. Term. This Agreement will commence on the Occupancy Date of this Agreement and continue for a term of twelve (12) months, or in the case of Respite Care, for _____, unless terminated by either party in accordance with the provisions of this section. At the conclusion of the initial period, if this Agreement is not terminated or re-executed, it will continue on a month-to-month basis, with all fees adjusted in accordance with NBOC, Inc./AL's then current rates.
- G. Termination by Resident. The Resident may terminate this Agreement for any reason, upon thirty (30) days prior written notice to NBOC, Inc./AL.
- H. Termination by NBOC, Inc./AL. Except for a situation which may require a sooner termination as described below, and except for any additional procedures as may be required by law, NBOC, Inc./AL may terminate this Agreement prior to the expiration of its term, upon thirty (30) days prior written notice to the Resident and the Responsible Party upon the occurrence of any of the following events, as determined by NBOC, Inc./AL:

3. The Resident requires care or services other than Basic Services and Additional Services, that the Resident cannot provide or obtain for him/herself or that staff is unable to provide;
4. The Resident's behavior is disruptive or presents a risk to the health and safety of Resident or others;
5. The Resident or the Responsible Party fails to pay fees and charges when due, or breaches any representation, covenant, agreement, or obligation of the Resident or the Responsible Party under this Agreement; or
5. The Resident's needs cannot otherwise adequately be met in NBOC, Inc./AL's environment.

NBOC, Inc./AL staff will participate in an exchange of information with the family and physician of each Resident. Care planning meetings with staff and family members will be scheduled to discuss and attempt to resolve these situations before a decision for termination is made.

In the event that NBOC, Inc./AL determines that the Resident's continued occupancy presents an imminent and serious threat to the health and safety of the Resident or others, NBOC, Inc./AL may require, with the Responsible Party's assistance, an immediate transfer of the Resident to a suitable environment.

The Resident will vacate the Unit at the termination of this Agreement, which term when used throughout this Agreement includes the prompt removal by the Resident or the Responsible Party of the Resident's property and belongings and the return of all Unit access cards. The Resident will leave the Unit and NBOC, Inc./AL's property, equipment, appliances and fixtures in good condition, ordinary wear and tear excepted. Residents may not be evicted from the Unit following termination of the Agreement except in accordance with the provisions of landlord/tenant law as set forth in M.G.L. chs. 186 and 239.

NBOC, Inc./AL is not responsible for any of the Resident's property left in the Unit after the Resident has abandoned or vacated the Unit, whether voluntarily or subject to court order, but it may remove or store any such property at the Resident's expense. NBOC, Inc./AL will not be responsible for any damage or loss to such property and belongings while in storage.

- I. Automatic Termination. This Agreement will terminate automatically thirty (30) days after NBOC, Inc./AL receives notice of the death of the Resident and the Responsible Party has removed the Resident's property and personal effects and has vacated the Unit.

The right to terminate this Agreement is not NBOC, Inc./AL's exclusive remedy. NBOC, Inc./AL retains all other rights and remedies provided for under this Agreement or under applicable law.

- J. Accrued Charges. The Resident and/or the Responsible Party will be liable for all charges accrued or incurred prior to the effective date of termination, regardless of whether the Resident vacates the Unit prior to the effective date of termination and regardless of whether NBOC, Inc./AL or the Resident terminates the Agreement. The Resident and/or the Responsible Party will be liable for all fees and expenses until all personal property has been removed and all charges have been paid through the termination date.

Section 12

DISCLOSURE OF NON-RESIDENT PARTICIPATING IN MEMORY SUPPORT ASSISTED LIVING (MAL) PROGRAMMING

MAL offers a dementia-specific day program that is open to NBOC IL residents as well as NBOC Traditional Assisted Living (TAL) residents. The program operates at the MAL building 7 days a week. Individuals must have a diagnosis of some type of dementia to be eligible, and potential participants are screened medically and socially by the Director of Nursing as well as the Director of the Memory Program. In light of these additional participants, there is one additional staff member assigned to each floor.

Attachment 1

Resident Informed Consent Form

The Executive Office of Elder Affairs (EOEA) is responsible for certifying and monitoring the Assisted Living Residences (Residence) in Massachusetts. In order to determine that the Residence meets the standards and requirements established by law, we are required to review Resident records.

I hereby give consent to EOEA, its employees, and agents, to view my living quarters and examine my service plan and written progress reports and other appropriate documents on file at NBOC, Inc./AL. I also give consent to be interviewed by staff or agents of EOEA in private to assist EOEA in the certification and monitoring process. All the information collected will be maintained in confidence under the requirements of the M.G.L. c. 66A.

Signature of the Resident / Legal Representative

Date

Print Name

Attachment 2- Service Plans for TAL and MAL

NEWBRIDGE ON THE CHARLES TRADITIONAL ASSISTED LIVING RESIDENT SERVICE PLAN				
Resident Name:			Unit:	
Diagnoses:				
Allergies:				
Service Coordinator: Director of Nursing				
Codes: AS: All Staff, BMSF: Basic Monthly Service Fee; DS: Dietary Staff; ESF: Extra Service Fee; FM: Family Member; HHA: Home Health Agency; HD: Housekeeping Department; INS: Insurance; LD: Laundry Department; PC: Private Companion; PCP: Primary Care Physician; PM: Program Manager; PSY: Psychiatrist/Psychologist; CNA: Certified Nursing Assistant; RNP: Registered Nurse Practitioner; RS: Recreation Staff; S: Self; SW: Social Worker; SN: Staff Nurse.				
NBOC, Inc./AL provides awake staff on 11PM – 7AM shift				
Service	Provider	Frequency/ Duration	Schedule and description of service provision; additional care needed; comments	Source of Payment *
Ambulation	AS	Daily		Self*
Bath/ Shower	CNA	Daily or as requested		Self*
Daily Personal Hygiene	CNA	AM/PM		Self*
Nail Care	CNA	Daily		Self*
Dressing Assistance	CNA	AM/PM		Self*
Grooming	CNA	AM/PM		Self*
Toileting	CNA	As needed		Self*
Bed Making/Turn- down	CNA	AM/PM		Self*
Therapeutic/House Diet	DS/PCP	Daily		Included
Meals	DS/ CNA	3 Meals/ snacks		Included
Nutrition Monitoring	CNA /SN	PRN		Included
Nutrition Consult	NBOC Nutrition Consultant	Q 6 mo.		Self
Pharmacy Delivery	Pharmacy	Weekly or as needed		Self
Medication Supervision: Independent _____ SAMM _____ LMA _____	SN	AM/PM	Medication reminders as allowed by Mass. Assisted Living Regulations, 651 CMR 12.02.	Self
Medication Cassette	FM	Weekly	Medications are kept in a locked container in resident's room.	Self
Behavioral/ Psychosocial Concerns	AS/PSY	As needed		Self
Personal Laundry	CNA	As needed		ESF: \$25 per load

Linens: Sheets & Towels	CNA	Weekly	Towels to be changed daily, sheets to be changed weekly	Included
Housekeeping	HD	Weekly		Included
Enrichment Activities	RS/PM	Daily	Enrichment activities are provided 10 hours per day. Resident enjoys: _____	Included
Access to Cooking	NBOC	As needed	Cooking access available in country kitchen	
Financial Management	Self/FM	Ongoing		Self
Health Services	PCP	As Needed		Self
Nursing	SN	Daily	Monitoring and assessing; reports concerns to PCP.	Included
Medical Equipment	PCP	As needed		Self
Adaptive Equipment	Self/ CNA	As needed		Self
Support Group	NBOC	2X/MO.		Included
Transportation	FM/Self/ NBOC	As needed	NBOC offers limited transportation for AL residents. Residents will be charged by the mile.	ESF
Interdisciplinary Care Plan	RN	Within 1st 30 days; then Q 6 mos.		Included
Outside/Additional Services:				
Mental Health Services		As needed		Self
VNA		<i>As needed</i>		Self
Physical Therapy		As needed		Self
Occupational Therapy		As needed		Self
Agency Aide/Companion		As needed		Self
Hospice		As needed		Self
Audiology		As needed		Self
Hairdresser	NBOC Hairdresser	As requested		Self
Manicure	NBOC Manicurist	As requested		Self
Dental		As needed		Self
Podiatry		As needed		Self
Massage	NBOC Massage Therapist	As requested		Self
Fitness	NBOC Fitness Consultant	As requested		Self
Misc.:				
Cash Account Source of Payment*	NBOC	Daily	Ability to hold up to \$200 included in Residency Agreement 60 min daily included in base rate; all time beyond billed at \$32/hr	
Advanced Directives				
Cognitive Functioning				
Communication				
Need for assistance during emergency situations: Staff will assist residents during all medical/disaster/evacuation emergencies by calling 911, providing first aid and individualized support as described below: Staff will assist _____ (resident) with _____				

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—

Access to resident units is available to the Executive Director, the nursing staff, maintenance and housekeeping with Resident permission only, EXCEPT IN AN EMERGENCY.

Goals:

<input type="checkbox"/>	Resident is appropriate for NBOC Traditional Assisted Living community	<input type="checkbox"/>	Resident is approaching a need for transfer to: Memory Support AL, Health Care Center.	<input type="checkbox"/>	Resident requires more care than NBOC, Inc./AL can accommodate. Family is aware and is seeking alternative placement.
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Date of Initial Plan: _____ **Effective Start Date:** _____
Director of Nursing: _____ **Date:** _____
Resident: _____ **Date:** _____
or Responsible Party: _____ **Date:** _____
Legal Representative _____ **Date:** _____

Contact Name: _____ **Tel:** _____
Relationship: _____ **Emergency Contact** _____ **Billing Contact** _____ **Financial POA** _____ **Healthcare POA** _____

Review Date: _____

NEWBRIDGE ON THE CHARLES SPECIAL CARE RESIDENCE ASSISTED LIVING SERVICE PLAN

Resident Name:			Unit	
Diagnoses:				
Allergy:				
Service Coordinator: Director of Nursing				
Codes: AS: All Staff, BMSF: Basic Monthly Service Fee; DS: Dietary Staff; ESF: Extra Service Fee; FM: Family Member; HHA: Home Health Agency; HD: Housekeeping Department; INS: Insurance; LD: Laundry Department; PC: Private Companion; PCP: Primary Care Physician; PM: Program Manager; PSY: Psychiatrist/Psychologist; CNA: Certified Nursing Assistant; RNP: Registered Nurse Practitioner; RS: Recreation Staff; S: Self; SW: Social Worker; SN: Staff Nurse.				
NBOC, Inc./AL provides awake staff on 11PM – 7AM shift				
Service	Provider	Frequency/ Duration	Schedule and description of service provision; additional care needed; comments	Source of Payment
Ambulation	AS	Daily		BMSF
Bath/ Shower	CNA	AM		BMSF
Behavioral/ Psychosocial Concerns	AS/PSY	Daily		BMSF
Daily Personal Hygiene	CNA	2X/DAY		BMSF
Nail Care	CNA	Daily		BMSF
Dressing Assistance	CNA	AM/PM		BMSF
Grooming	CNA	AM/PM		BMSF
Bed Making	CNA	AM		BMSF
Therapeutic/House Diet	DS/PCP	Daily		BMSF
Meal Assistance	DS/ CNA	3 Meals/ snacks		BMSF
Nutrition Monitoring	CNA /SN	PRN	CNA to bring any concerns to the attention of the nurse.	BMSF
Nutrition Consult	NBOC Nutrition Consultant	Q 6 mo.		BMSF
Pharmacy	TL	As ordered by PCP		BMSF
Medication Supervision	SN	AM/PM	Medication reminders as allowed by Mass. Assisted Living Regulations, 651 CMR 12.02.	BMSF
Medication Cassette	FM	Weekly	Medications are kept in a locked container in resident's room.	FM
Toileting	CNA	As needed		BMSF
Personal Laundry	LD/ CNA	As needed		ESF/FM
Linens	LD	Daily/ Weekly	Towels to be changed daily, sheets to be changed weekly and as needed.	BMSF
Housekeeping	HD	Daily	Daily spot cleaning on unit, weekly deep cleaning.	BMSF
Enrichment Activities	RS/TPC	Daily	Enrichment activities are provided 10 hours per day and they are tailored to meet the needs of persons with dementia. They include but are not limited to: gross motor, self-care, social and sensory/memory activities	BMSF
Access to Cooking	NBOC	PRN	Supervised access to cooking only	NBOC
Financial Management	FM	N/A		FM
Health Services	PCP&RNP/ SN	As Needed		FM

Nursing	SN	Daily	Medical monitoring and assessing; reports concerns to PCP.	BMSF
Medical Appointments	PCP/FM	PRN	Family member to arrange for appointments outside of NBOC	FM
Medical Equipment	PCP	As needed		
Adaptive Equipment	AS/ CNA	As needed		FM
Support Group	NBOC	2X/MO.		BMSF
Transportation	FM/NBOC	As needed	NBOC offers limited transportation services for AL residents. Residents will be charged by mile.	ESF/FM
Interdisciplinary Care Plan	FM/ CP Team	1x/mo x 3 mos.; then qtrly or PRN	Scheduler to invite family/Responsible Party/legal representative	BMSF
Outside/Additional Services:				
Mental Health Services	PSY	As needed		FM
VNA		As needed		FM
Physical Therapy		As needed		FM
Occupational Therapy		As needed		FM
Agency Aide/ Companion		As needed		FM
Hospice		As needed		FM
Audiology		As needed		FM
Hairdresser	NBOC Hairdresser	As requested		ESF/FM
Manicure	NBOC Manicurist	As requested		ESF/FM
Dental		As needed		FM
Podiatry		As needed		FM
Massage	NBOC Massage Therapist	As requested		ESF/FM
Fitness	NBOC Fitness Consultant	As requested		ESF/FM
Misc.:				
Cash Account	BM	Daily	Up to \$200 to be held for resident's use.	FM
Advanced Directives				
Cognitive Functioning				
Communication				
Need for assistance during emergency situations: Staff will assist residents during all medical/disaster/evacuation emergencies by calling 911, providing first aid and individualized support as described below:				
Staff will assist _____ (resident) with _____				

Access to resident units is available to the Executive Director, the nursing staff, maintenance and housekeeping with Resident permission only, EXCEPT IN AN EMERGENCY.				
Resident/family goals:				
<input type="checkbox"/>	Resident remains appropriately placed.			
<input type="checkbox"/>	Resident required more care than NBOC, Inc./AL can accommodate. Family is aware and is seeking alternative placement.			

Date of Initial Plan: _____ Effective Start Date: _____

Director of Nursing: _____ Date: _____

Resident: _____ Date: _____

or Responsible Party: _____ Date: _____

Legal Representative _____ Date: _____

Contact name: _____ Tel: _____

Relationship: _____ Emergency Contact _____ Billing Contact _____ Financial POA _____ Healthcare POA _____

Review Date: _____

Attachment 3

NEWBRIDGE ON THE CHARLES, INC./ASSISTED LIVING

EMERGENCY PREPAREDNESS GUIDELINES

The purpose of the Emergency Preparedness Guideline is to provide procedures to guide the management of NBOC, Inc./AL in the event of an emergency. Furthermore, this guideline is established to save human life; prevent and/or treat injuries; minimize damage; protect property; and render maximum assistance to the community by providing disaster relief. The desired outcome is to protect and preserve the Residents, employees and entity from such emergencies.

NBOC, Inc./AL has an established Safety Committee and all members are required to read the Disaster and Emergency Preparedness Plan and to instruct subordinate employees of appropriate directives. The Safety Committee is chaired by the Director of Nursing and meets at least quarterly. The Director of Nursing and/or the Executive Director may call additional meetings at any time.

Fire drills will be conducted quarterly and disaster drills will be conducted at least semiannually. The Safety Committee will review the Fire Drill reports during Quarterly Meetings and review the Disaster Plan annually.

Emergency Organizational Chart

Executive Director	Barbara Rissman	781-234-9401
Director of Nursing	Paul Vierling	781-234-9405
Director of Facilities Management	Tom West	781-234-9152
Program Manager and Program Manager	Larisa Levich	781-234-9403

OVERVIEW

1. In the event of an emergency at NBOC, Inc./AL , the Executive Director of NBOC, Inc./AL will be in charge. In the Executive Director's absence, the Security Manager will be in charge of implementing and following this Plan. Because NBOC, Inc./AL is part of the larger NewBridge campus, all emergency incidents and responses will be coordinated with the campus-wide Emergency Preparedness Plan policies and procedures.

2. The NBOC, Inc./AL Chain of Command will be followed: Executive Director and/ or designee, Director of Nursing, Director of Facilities Management and the NBOC Security Manager.
3. When an emergency or disaster signal has been given, the Executive Director, or designee, will implement the area of the Plan that pertains to the specific emergency. All key personnel on duty will remain. All those not on duty will be contacted via phone or in person. Those contacted will report to work immediately. These personnel may bring their immediate family (spouse and children) to a central emergency area at NBOC, Inc./AL, which will be established by the Executive Director or designee.
4. Standard Operational Procedures are outlined herein, and they will be implemented and followed throughout the entire emergency.
 - A. In the event of a disaster/emergency, the Residents will be notified by telephone; if the phone system is not working properly, Residents will be notified in person by staff. They will go door-to door to facilitate evacuation of the Residents.
 - B. NBOC, Inc./AL maintains a 7-day disaster supply which includes all essential supplies needed in the event of an emergency. We maintain a back-up generator which will be used during a power-outage to run essential lighting, fire system, elevator and the main refrigerator/freezer units.
 - C. If there is an evacuation of NBOC, Inc./AL Residents from the building, it would either be to a pre-designated holding site on the campus or, if it is a campus-wide evacuation, to one or some of the mutual-aid facilities with which NBOC, Inc./AL will have mutual aid agreements.

Residents will be allowed to take a change of clothing and any personal effects that they should require. Non-essential personal items or furniture will not be transported during the primary evacuation. These items will be transported by a contracted moving company.

Before any Residents are allowed to return to their Units, NBOC, Inc./AL, will be inspected by the Executive Director, Director of Facilities Management and the NBOC Security Manager. All life-safety code issues will be corrected.

- D. All emergency personnel will be required to stay on the property, and 24-hour staffing will be maintained and scheduled on a continuous basis until the Emergency is abated.
- E. All employees must participate in Fire and Disaster Drills. These drills are scheduled and overseen by a member of the Safety Committee. The Safety

Committee will be made aware of any improvements needed and will make necessary changes.

NOTIFICATION:

1. NBOC, Inc./AL maintains 24-hour staffing in the building at all times including weekends and all holidays. There are no “off-hours”. As such, we are able to receive warnings through various media. These include local television and radio stations as well as local fire, police and emergency departments. As NBOC, Inc./AL is part of the larger campus of NewBridge on the Charles, communications, decisions and responses will be coordinated throughout the whole campus.
2. The Department Supervisors, in person or via phone, will alert key staff. Key workers will report to their departments, and they will follow the directives of their supervisors.

Residents will be alerted via phone. In the event the phone system does not work, staff will go door-to-door. Precautionary measures will be taken to ensure the safest environment possible.

In the event that NBOC, Inc./AL needs to evacuate to the mutual-aid facilities, the Executive Director or the designee will notify the mutual-aid sites via e-mail, telephone or in person. When possible, the families of the Residents will also be notified by the Executive Director or designee via the same methods.

EVACUATION:

1. The decision to evacuate will be made by the Executive Director or designee.
2. Each staff member will be assigned to a unit of Residents and will be the person who is responsible for the whereabouts and general safety of the Residents assigned to his or her unit. These units will exist until such time that the emergency has passed and Residents are returned to the NBOC, Inc./AL.
3. The Residents will be allowed to take a change of clothes and necessary medical supplies. They will be issued an identification necklace/wrist band that they will wear during the entire emergency.
4. When possible, the Executive Director or designee will establish a cell-phone number and/or e-mail plan to respond to family inquiries regarding evacuated Residents.
5. The ED or designee will compare the current census to all the evacuating Residents; they will check off the Residents to ensure they are all accounted for.

6. In the event that Residents are to be evacuated to a mutual aid facility:

- Mutual-Aid and transportation arrangements will be invoked when the Executive Director or designee has made the decision to evacuate. At such time, the alternate facilities will be notified and the evacuation process will begin.
- Transportation will be provided through vehicles owned by NBOC, Inc./AL, NewBridge, employee vehicles, and/or contract transportation companies.
- The moving company, whose duties shall include, but not be limited to, moving the following items, will provide logistical transportation support: medical records; 7-day food supplies; water; blankets; clothes and all other necessities.

RE-ENTRY

1. The Executive Director or designee is responsible for authorizing the Residents' re-entry, and he/she will determine when it is safe to allow Residents to return to their Units.
2. NBOC, Inc./AL will be inspected by the Director of Facilities Management and any outside inspection group as deemed necessary by the Executive Director or designee or any governing agency.
3. When the emergency is over, Residents will be transported back to NBOC, Inc./AL and they will be accounted for upon re-entering the property by using the same method used for evacuation.

INFORMATION, TRAINING AND EXERCISE

1. Through the Orientation program immediately upon hire, employees are trained in the Emergency Preparedness Plan procedures and their roles during an Emergency.
2. There will be quarterly fire and emergency drills.
3. All employees are required to participate in the annual Disaster Readiness Plan Meeting which is taught each year by the Executive Director, Director of Nursing, Director of Facilities Management and/or the local Fire and Rescue Department.
4. The Safety Committee reviews all Fire and Disaster drills quarterly, and the Safety Committee then implements any noted improvements.
5. The Safety Committee then implements any noted improvements.

6. Traditional assisted living has in place an emergency call system which ensures a reasonable and timely response to a resident's urgent and/ or emergency needs. This response system is documented and reviewed monthly to ensure reasonable staff response times.
7. The special care units also have an emergency call system in place to ensure a reasonable and timely response to a resident's urgent and/or emergency need. In addition to this system, there are *documented* visual safety checks of residents that occur hourly between 7 PM and 7 AM. However, if a resident's particular circumstance (which would be documented in the assessment and/or service plan) state that hourly checks would be inappropriate, an alternative, appropriate and effective system will be used and documented.
8. The Director of Nursing will be responsible for keeping the emergency evacuation list current.

APPENDIX II



Fee Schedule **Traditional Assisted Living Community** **Jack Satter Residence**

The NewBridge on the Charles Traditional Assisted Living Community provides a warm and home-like environment for older adults supported by the world-class Hebrew Seniorlife continuum of care services.

- Personalized and supportive service in a residential setting
- One and two bedroom apartments
- Up to one hour of personal care assistance per day
- Weekly housekeeping and linen service
- 24-hour professional resident care staff
- Individualized service plan
- 14 hours of daily onsite nursing staff
- Incontinence care
- Medication management: SAMM & LMA
- Emergency response system
- Secure entry and exit
- Enclosed courtyard and gardens
- Wellness/fitness programs
- Individually controlled heating and air conditioning
- All utilities/building, grounds and apartment maintenance
- 10 hours per day of scheduled enrichment programs
- Scheduled transportation
- Cable television and telephone hook-up
- Access to the Commons in the Carl & Ruth Shapiro Community Center

One Bedroom	Starting at \$8,300 per month
Two Bedroom	\$12,600
Second Resident Fee	\$2,400
Respite Stay	\$320 per day (two week minimum). Includes furnished apartment and access to all services and
Community Fee	Equivalent to one month's rent



Extra Service Fee Schedule

Traditional Assisted Living Community
Jack Satter Residences

Additional Personal Care	\$7.50 per each 15 minutes of care
Additional Housekeeping	Scope and cost to be determined
Telephone Service	Freedom Plan- \$59 monthly fee, unlimited use within the continental United States. International calls charged separately. Local Plan- \$39 per month, unlimited use within New England states. International calls charged separately.
Personal Emergency Response System (PERS)	\$150 set up fee
Laundry	\$15 per load
Guest Meals	\$10.00 Breakfast (plus tax) \$15.00 Lunch (plus tax) 00 Dinner (plus tax)
Meal Delivery	\$5.00
Hairdressing Services	To be established by provider
Spa Services	To be established by provider
CNA Transport to On-Campus Medical Practice	\$7.50 each way
Transportation to Off-Campus Medical Appointments	First five miles are free, \$3/mile thereafter Based on availability. Advanced reservation required.

Other services such as podiatry, optometry, dental, therapies, pharmacy, temporary nursing or home health aide services, medical supplies, laboratory, x-ray and hearing aid services will be made available to you on the NewBridge campus periodically. These services will be billed directly by the provider to Resident or third party payer, if applicable.



**FEE SCHEDULE:
Memory Support Assisted Living Community
Gilda and Alfred A. Slifka Residence**

The NewBridge on the Charles Memory Support Assisted Living Community provides an intimate and secure environment for individuals with memory loss. Our program is built on a habilitative approach to care, which focuses on encouragement, dignity and success in all areas of functioning.

- Personalized and supportive service in a residential setting
- Private studio apartments with individual baths
- Unlimited personal care
- Weekly housekeeping and linen service
- 24-hour professional resident care staff
- Individualized service plan
- 14 hours of daily onsite nursing staff
- Incontinence care
- Medication management: SAMM & LMA
- Three nutritious "healthy mind" meals and snacks
- Emergency response system
- Secure entry and exit
- Enclosed courtyard and gardens
- Wellness/fitness programs
- Individually controlled heating and air conditioning
- All utilities/building, grounds and apartment maintenance
- 8 hours per day of scheduled enrichment and therapeutic programs
- Scheduled transportation
- Cable television and telephone hook-up
- Access to the Commons in the Carl & Ruth Shapiro Community Center

Memory Support apartment rental:	
One Bedroom Deluxe	\$12,600 per month
Studio	\$8,800 per month
Companion Suite	\$7,700 per month
Second Resident Fee	\$2,800 per month
Respite Stay	\$320 per day
Community Fee	Equivalent to one month's rent



EXTRA SERVICE FEE SCHEDULE: Memory Support Assisted Living Community Gilda and Alfred A. Slifka Residences

The NewBridge on the Charles Memory Support Assisted Living Community provides a warm and home-like environment for older adults supported by the world-class Hebrew SeniorLife continuum of care services.

Additional Housekeeping	Scope and cost to be determined
Telephone Service	<ul style="list-style-type: none">• Freedom Plan- \$59 monthly fee, unlimited use within the continental United States. International calls charged separately.• Local Plan- \$39 monthly fee, unlimited use within New England states. Outside of New England 5 cents per minute. International calls charged separately.
Laundry	\$100 per month
Guest Meals	\$5.00 Breakfast \$10.00 Lunch \$10.00 Dinner
CNA Transport to On-Campus Medical Practice	\$7.50 each way
Personal Emergency Response Service (PERS)	\$150 set up fee
Hairdressing Services	Fee for service as established by provider
Spa Services	Fee for service as established by provider

Other services such as podiatry, optometry, dental, therapies, pharmacy, temporary nursing or home health aide services, medical supplies, laboratory, x-ray and hearing aid services will be made available to you on the NewBridge campus periodically. These services will be billed directly by the provider to Resident or third party payer, if applicable.

Residents of NBOC, Inc./AL will receive priority access, to the extent that is available, to Hebrew SeniorLife facilities over those who do not reside in the community.

APPENDIX III

SELF-ADMINISTRATION MEDICATION MANAGEMENT (SAMM)

POLICY:

The purpose of the policy for self-administration of medications (SAMM) for Residents is to describe self-administration of medications and the procedures the staff will follow when caring for Residents.

PROCEDURE:

When Certified Nursing Assistants are assisting a Resident to self-administer medication, the CNA will:

- Knock before entering Resident's room.
- Introduce him/herself by name to the Resident.
- Wash his/her hands.
- Check the name of the Resident on the blister/bubble pack or cassette.
- Check the self-administered dosage against the label on the container and the medication sheet.
- Reassure the Resident that he/she is taking the right medication as prescribed by the physician.
- Remind the Resident to take the medication.
- Open the labeled medication packaging system (such as bubble packs or cassettes) for the Resident, to be done only in the Resident room or in front of the Resident, with cassette or bubble pack present with the Resident's name.
- Read the medication label to the Resident.
- Observe the Resident taking the medication.
- Guide the Resident's hand to his/her mouth if necessary.
- Document on a medication sheet if the Resident took medication or refused.
- Notify the nurse if the medication is refused.

The nurse will supervise eye drops, eardrops, patches or creams and will pour any liquid medication. If the Resident is to receive any injectable medication, the physician and/or RNP will set up this service through a certified home health agency or it will be given by the consulting registered nurse practitioner.

An individual plan for medication administration and storage will be developed for each Resident, relative to his or her ability or cognitive status and will be defined in the Service Plan. CNA staff, under the direction of a nurse, will be trained in appropriate medication regime supervisory skills which will include reminding and cueing of the Resident or physical assistance with management of the medication. The CNA will document and initial the Medication Sheet accordingly. If a Resident refuses to take medication, CNA staff will attempt to redirect the Resident, return within 30 minutes and try again; if unsuccessful, the CNA will

report to the nurse who will oversee medication supervision. However, if a Resident refuses, the CNA will circle his/her initials, write “refused” under his/her initials and notify the nurse on duty. The Responsible Party (if any) or physician will report any changes in medication to the nurse, who will communicate to CNA staff. The nurse will follow-up with the CNA on medications not charted or not given.

The NBOC, Inc./AL will offer the Resident’s family the use of blister/bubble packs through NBOC, Inc./AL’s preferred pharmacy or the family will make their own arrangements with another pharmacy of their choice. Families or the Responsible Party (if any) will fill and label cassettes on a weekly basis if blister/bubble pack not used, and will supply current medication lists monthly, or whenever a change is made, to the nursing staff.

Physicians or RNPs seeing Residents in the facility will write orders and fax or call in new prescriptions to the pharmacy and notify the NBOC, Inc./AL nurse and family of changes. The nurse will check all new medication with labels on blister/bubble packs and cassettes when the medications come in and before they are placed in Resident rooms by the pharmacy.

Medication Assessment will be conducted upon admission, 30 days after admission, every 6 months thereafter, and/or with medication changes as necessary.

SELF-ADMINISTRATION MEDICATION MANAGEMENT (SAMM) PRN

POLICY:

Medication may be ordered by the health care provider to be taken on an as needed (PRN) basis.

PURPOSE:

To respect the rights of each Resident and to promote a safe environment for the Resident as it related to administration of medication.

PROCEDURE:

- F. The Resident is required to be an active participant in determining the need for medications ordered as PRN.

- G. If the Resident chooses to self-administer PRN medications, the Resident is encouraged to:
 - 1. Take the medications within the daily limits of the package directions.
 - 2. Follow the manufacturer's recommendations for over-the-counter (OTC).

- H. When PRN medications are assisted with (SAMM):
 - 1. Staff encourages the Resident to verbalize the need for the medication in order to determine the appropriateness of administration.
 - 2. Staff must document on the Medication Sheet the reason for administration.

- I. When PRN medications are taken with assistance, the following documentation is noted on the Medication Sheet:
 - 1. Date and time,
 - 2. Complaints/symptoms for which medication was taken, and
 - 3. Initials of person assisting the Resident.

- J. SAMM/PRN medications have to be cleared with a nurse prior to assisting the Resident with taking his/her medication. This ensures Resident safety as well as ensuring the proper documentation procedure. If a nurse is not available, or out of the building, then the on-call nurse should be paged or called prior to the CNA assisting the Resident with a PRN medication.

APPENDIX IV

LIMITED MEDICATION ADMINISTRATION (LMA)

POLICY:

Limited Medication Administration refers to medication that may be provided by a family member, practitioner or registered or licensed nurse. NBOC, Inc./AL offers LMA to Residents who are unable to self-administer medications for cognitive and/or physical reasons. The NBOC, Inc./AL nurse will be responsible to administer eye drops, ear drops, nose drops/sprays, inhalers, medicated creams/lotions/ointments, patches, medicated powders, non-injectable medications and liquid medications.

If the medication is packaged in a pharmacy-filled, label appropriate package, the nurse can perform LMA with the guidelines listed below:

- A. A record keeping system will be maintained which commits the licensed nurse to reliably and consistently document the administration of the medication/s (i.e., if the Resident has taken his/her medication, refused medication, is not in his/her room, in the hospital, or medication is not available). This documentation shall be complete, accurate and legible and kept in the resident's record.
- B. Must administer the medication at the appropriate time.
- C. Is required to check expiration date before administering medications.
- D. Must follow appropriate guidelines, standards, and procedures by law when administering medications.
- E. LMA medication must be kept in the resident's apartment and stored in a separate box, to which only the nurse will have access. This will ensure the integrity of the medications.
- F. A physician order must be obtained for all medication to be administered in the limited medication administration procedure.

*Note: Limited Medication Administration (LMA) can only be provided by NBOC, Inc./AL staff between the hours of 7:00 a.m. – 9:00 p.m. Monday through Friday and 7:00 a.m. – 7:00 p.m. Saturday and Sunday.