



The Hawthorne, St. John's Meadows
Enhanced Assisted Living Residence

RESIDENCY AGREEMENT

THE HAWTHORNE RESIDENCY AGREEMENT

TABLE OF CONTENTS

| | PAGE |
|--|-------|
| I. Housing Accommodations and Services..... | 4 |
| A. Housing Accommodations and Services..... | 4 |
| B. Basic Services..... | 5-7 |
| C. Additional Services..... | 7 |
| D. Licensure/Certification Status | 7 |
| II. Disclosure Statement..... | 7 |
| III. Fees..... | 7 |
| A. Basic Rate..... | 7-8 |
| B. Supplemental, Additional or Community, Fees..... | 8 |
| C. Rate or Fee Schedule..... | 8-9 |
| D. Billing and Payment Terms..... | 9 |
| E. Adjustments to Basic Services Rate or Additional or Supplemental Fees | 9-10 |
| F. Bed Reservation..... | 10-11 |
| IV. Refund/Return of Resident Monies and Property..... | 11 |
| V. Transfer of Funds or Property to Operator..... | 12 |
| VI. Property or items of value held in the Operator’s custody for You..... | 12 |
| VII. Fiduciary Responsibility..... | 12 |
| VIII. Tipping..... | 12 |
| IX. Personal Allowance Accounts..... | 13 |
| X. Admission and Retention Criteria for an Assisted Living Residence..... | 13-15 |
| XI. Rules of the Residence (if applicable)..... | 15 |
| XII. Responsibilities of Resident, Resident’s Representative and Resident’s Legal Representative..... | 15-16 |
| XIII. Termination and Discharge..... | 17-19 |
| XIV. Transfer..... | 19-20 |
| XV. Resident Rights and Responsibilities..... | 20 |
| XVI. Complaint Resolution..... | 20-21 |
| XVII. Miscellaneous Provisions..... | 21-22 |
| XVIII. Agreement Authorization..... | 22 |

| TABLE OF EXHIBITS | | |
|--------------------------|--|-------------|
| EXHIBIT | SUBJECT | PAGE |
| I.A.1. | Identification of Apartment/Room | 24 |
| I.A.3. | Furnishings/Appliances Provided By Operator..... | 25 |
| I.A.4. | Furnishings/Appliances Provided By You..... | 26 |
| I.C. | Additional Services/Amenities Available | 27 |
| I.D. | Licensure/Certification Status of Providers..... | 28-29 |
| II | Disclosure Statement..... | 30-32 |
| III.A.2. | Tiered Fee Arrangements..... | 33 |
| III B. | Supplemental, Additional or Community Fees..... | 34 |
| III.C. | Rate or Fee Schedule..... | 35 |
| | Enhanced Assisted Living Residence Addendum to Residency Agreement | 36-39 |
| V. | Transfer of Funds or Property to Operator..... | 40 |
| VI. | Property/Items Held By Operator For You..... | 41 |
| XI. | Rules of the Residence..... | 42 |
| XV. | Residents Rights and Responsibilities..... | 43-45 |
| XVI. | Operator Procedures: Resident Grievances/Recommendations..... | 46 |
| XVII | Consumer Information Guide | 47 |

RESIDENCY AGREEMENT

A. **This agreement** is made between St. John’s Home for the Aging, d/b/a St. John’s Meadows and d/b/a The Hawthorne (the “Operator”), [redacted] (the “Resident” or “You”), [redacted] (the “Resident’s Representative”, if any) and [redacted] (the “Resident’s Legal Representative”, if any).

RECITALS

- A. **The Operator** is licensed by the New York State Department of Health to operate at 1 Johnsarbor Drive East, Rochester, New York 14620 an Assisted Living Residence (“The Residence”) known as The Hawthorne and as an Enriched Housing program. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence.
- B. You have requested to become a Resident at The Residence and the Operator has accepted your request.

AGREEMENTS

I. Housing Accommodations and Services.

| | | |
|--------------|-----------------|------------------|
| Beginning on | [redacted] | [redacted] /2026 |
| | Day of the week | M/D/Y |

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

A. Housing Accommodations and Services

1. Your Apartment. You may occupy and use a private (x) or semi-private () apartment, or the apartment, identified on Exhibit I.A.1., subject to the terms of this Agreement.

2. Common areas. You will be provided with the opportunity to use the general purpose rooms at the Residence such as lounges, dining room, television room, porches, and the activity room.

3. Furnishings/Appliances Provided By The Operator

Attached as Exhibit I.A.3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your apartment.

4. Furnishings/Appliances Provided by You

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

B. Basic Services

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

1. Meals and Snacks. Three nutritionally well-balanced meals per day and one snack per day are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: No Added Salt and Low Concentrated Sweets.

- 2. Activities.** The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.
- 3. Housekeeping.** Your apartment will be cleaned weekly on a scheduled day.
- 4. Linen Service.** (towels and washcloths; pillow, pillowcase, blanket, bed sheets, bedspread; all clean and in good condition)
- 5.** The Operator is responsible for laundering Your personal *Washable* clothing
- 6. Supervision on a 24-hour basis.** The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.
- 7. Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.
- 8. Personal Care.** Include some assistance with bathing, grooming, dressing, toileting (*if applicable*), ambulation (*if applicable*), transferring, medication acquisition, storage and disposal, and assistance with self-administration of medication.

9. Development of Individualized Service Plan. Operator will develop an Individualized Service Plan to address the person’s needs and that the operator will update this plan every six months or whenever there is a change in health. (including ongoing review and revision as necessary)

C. Additional Services.

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

D. Licensure/Certification Status.

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

II. Disclosure Statement

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

III. Fees

A. Basic Rate.

(1) Flat Fee Arrangements -The Resident, and, if applicable, the Resident's Representative and Resident's Legal Representative agree that the Resident (*or other specified party*) will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I. B. of this Agreement. (*the "Basic Rate"*). The Basic Rate as of the date of this agreement is (\$8,275 per month; Second Person Fee \$2,075 per month).

B. Supplemental, Additional or Community, Fees

A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate. A Supplemental fee must be a Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident (*See section III.E*). A Community fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Resident what additional services, supplies or amenities the Community fee pays for and what the amount of the Community fee will be, as well as any terms regarding refund of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may choose whether to accept the Community fee as a condition of residency in the Residence, or to reject the Community fee and thereby reject residency at the Residence. Any charges by the Operator, whether a part of the Basic Rate, Supplemental, Additional or Community fees, shall be made only for services and supplies that are actually supplied to the Resident.

C. Rate or Fee Schedule.

Attached as Exhibit III.C. and made a part of this Agreement is a rate or fee schedule, covering both the Basic Rate and any Additional, Supplemental or Community fees, for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such rates, fees or charges.

D. Billing and Payment Terms.

Payment is due by the date specified on the monthly rental statement and shall be delivered to the Business Office at 1 Johnsarbor Drive W., Rochester, NY 14620. If you choose to hand-deliver payment during off hours, payment can be put through the mail slot in the Briarwood lobby. The Hawthorne reserves the right to charge a \$25.00 fee if payment is not received by the date indicated on the rental statement.

“The resident or responsible party, if any, has the right to contest that there has been late payment or that such sums are actually due under this Agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to be the parties.”

Please select one:

I prefer to have my canceled check serve as my receipt for payment

I prefer a receipt for payment be mailed to the individual who receives the bill

If you anticipate difficulty making your payment, immediately notify the Case Manager or Administrator to discuss payment options. Failure to meet your financial obligation or unwillingness or inability to assist in the application process for any

benefits for which you may be eligible will result in termination of the Residency Agreement.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4 and 5 below.
2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator, once You have been admitted as a resident.
3. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.
4. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written Notice.
5. In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation will correspond with the monthly rate as set forth in Section III A of this agreement or any subsequent amendments. There is no limit on the amount of time that your room may be reserved, provided the bed reservation charge is met. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space, but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

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

The Operator must also return at the time of Your discharge, but in no case more than three business days any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis or a per diem proration any advance payment(s) which You have made.

If You die, the Operator must turn over Your property to the legally authorized representative of Your estate.

If You die without a will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County wherein the Residence is located in order to determine what should be done with property of Your estate.

In all of the above stated cases, it is Your or Your Representative's responsibility, or in the event of death the responsibility of Your Legally authorized representative, to pick up any non-monetary items and all personal belongings. You will be charged a fee equal to the daily rate for each day your items remain on the premises.

A. Transfer of Funds or Property to Operator

If You wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time, the Operator must enumerate the items given or promised to be given and attach to this agreement a listing of the items given to be transferred.

Such listing is attached as Exhibit V. and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

VI. Property or items of value held in the Operator's custody for You.

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

VII. Fiduciary Responsibility

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

VIII. Tipping

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

IX. Personal Allowance Accounts

Initials

The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DSS-2853) with You or Your Representative.

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

I receive SSI funds _____ or I have applied for SSI funds _____

I receive SNA funds _____ or I have applied for SNA funds _____

I do not receive either SSI or SNA funds _____

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

X. Admission and Retention Criteria for an Assisted Living Residence

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.
4. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.
5. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.

6. If You are residing in a “Basic” Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.
7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
 - (a) are chronically chairfast and unable to transfer, or chronically require the physical assistance of another person to transfer; or (b) chronically require the physical assistance of another person in order to walk; or (c) chronically require the physical assistance of another person to climb or descend stairs; or (d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (e) have chronic unmanaged urinary or bowel incontinence.
8. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24 hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XI. Rules of the Residence (if applicable)

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

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

- A. You, or Your Representative or Legal Representative to the extent specified in this Agreement, are responsible for the following:
1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.
 2. Supply of personal clothing and effects.
 3. Payment of all medical expenses including transportation for medical purposes, except when payments is available under Medicare, Medicaid or other third party coverage.
 4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
 5. Informing the Operator promptly of change in health status, change in physician, or change in medications.
 6. Informing the Operator promptly of any change of name, address and/or phone number.

B. The Resident's Representative shall be responsible for the following:

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

XIII. Termination and Discharge

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

1. By mutual agreement between You and the Operator;
2. Upon 30 days' notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility;
3. Upon 30 days' written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this agreement as the responsible party and any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.
4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;
5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence

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

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

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

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

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

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

XIV. Transfer

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

1. When You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;
2. In the event that Your behavior poses an imminent risk of death or serious physical injury to him/herself or others; or
3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

If you are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been moved. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person.

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

XV. Resident Rights and Responsibilities

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

XVI. Complaint Resolution

1. Formal grievances may be filed in writing or communicated verbally to any member of the St. John's Home for the Aging/DBA St. John's Meadows Leadership Team. All the St. John's Meadows Leadership Team members will instruct their staff to report to the department director any complaints that the staff receive directly from residents and residents families. Any member of the St. John's Meadows Leadership Team that receives a complaint should work to resolve it.
2. All complaints from residents will be taken seriously and specific action including whenever possible resolution within a 24 hour period is the goal. If complaints cannot be resolved, or seem ongoing, the RN Case Manager or Hawthorne Program Coordinator will log them on the grievance log. The log will be reviewed and resolution will be sought and monitored by the Hawthorne Program Coordinator.
3. Any member of the St. John's Meadows Leadership Team that receives a complaint from a resident or family member should report this complaint to the RN Case Manger or Hawthorne Program Coordinator for documentation.
4. If the resident or family member wishes to submit a complaint anonymously, there is a suggestion box located in the Hawthorne lobby. The suggestion box is checked daily for

suggestions/complaints. If a complaint is lodged, the complaint will be followed up by the Hawthorne Program Coordinator and if appropriate forwarded to the Hawthorne resident council representative. The resolution to the complaint will be submitted to the resident council representative for review as well as reviewed at the resident meeting. A log of written complaints and the response will be maintained by the Hawthorne Program Coordinator and all open grievances will be reviewed at QA.

5. A request for a written response must be made in writing or via email/fax.

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

The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' organization that addresses the same.

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

XVII. Miscellaneous Provisions

1. This Agreement constitutes the entire Agreement of the parties.
2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this

Agreement not consistent with the statute and regulation shall be null and void.

3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.
4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

XVIII. Agreement Authorization

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

| | |
|--------------------------------|---|
| Dated: <u> </u> /2026 | <u> X </u> _____ (Signature of Resident) |
| Dated: <u> </u> | _____ (Signature of Resident’s Representative) |
| Dated: <u> </u> | _____ (Signature of Resident’s Legal Representative) |
| Dated: <u> </u> | _____ (Signature of Operator or the Operator’s Representative) |

(Optional) **Personal Guarantee of Payment**

_____ personally guarantees payment of charges for Your Basic Rate.

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

(Date)

Guarantor's Signature

Guarantor's Name (Print)

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

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

(Date)

Guarantor's Signature

Guarantor's Name (Print)

EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

Standard Items:

Accepted

1. Microwave is provided in lieu of a stove/oven: Contingent on safety assessment.

EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

| Item | Description |
|------|---------------------------------------|
| | Furniture and all personal belongings |
| | |
| | |
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| | |

The following are examples of restricted items:

1. Open flames. (Candles, Lighters, Matches)
2. Non UL Surge protected multi plug adaptors/power strips.
3. Non UL Surge protected extension cords.
4. Electric blankets and heating pads.
5. Beds higher than 36''
6. Space heaters

EXHIBIT I.C.

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

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

| Item | Additional Charge | Provided By |
|--|---|---|
| Dry Cleaning | Services lists and fees are available in case management office. | Town and Country Cleaners |
| Professional Hair Grooming | Services lists and fees are available in case management office. | St. John's Meadows Hair Salon |
| Personal Toilet Articles including facial tissue, paper towel and toilet paper. | No charge | The Hawthorne |
| Commissary Goods including shampoo, conditioner, bar soap, lotion, toothbrushes, toothpaste, disposable razors, and deodorant. | No charge for the items on hand. If the resident requests a specific brand item that is not on hand the Case Manager or Program Coordinator will obtain these items and the cost of the item(s) will be reflected on the residents rent statement. | The Hawthorne |
| Local Newspaper | No charge | Available in the Hawthorne Lobby. The Hawthorne |
| Transportation | No charge | Provided on a pre-scheduled basis by The Hawthorne |
| Long Distance Telephone Service | No charge when calls are placed from the Case Management office. | The Hawthorne |
| Local Phone Service | No charge when calls are placed from the Case Management office. | The Hawthorne |
| Air Conditioning (if available) | Included | The Hawthorne |
| Cable T.V. (if available) | Included | The Hawthorne |

EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

The Hawthorne's Case Manager is available to help residents arrange for additional services through local community agencies. The Hawthorne does not have contractual arrangements with any of the agencies. Residents may choose to ask for help arranging services through any of the following community agencies or any other agency of the resident's choice.

Medicare- Certified Agencies

The following agencies are certified by Medicare to offer skilled nursing, physical therapy and occupational therapy to patients who meet Medicare criteria for being home bound.

UR Medicine Home Care
(formerly VNS)
2180 Empire Blvd
Webster, NY 14580
(585) 787-2233

(585) 787-2233

Angels in Your Home
1495 Lake Ave
Rochester, NY 14615
(585) 392-1118 x 1

Rochester Regional Health Home Health
Care
(formerly Unity Health System)
89 Genesee Street Rochester, NY 14611
(585) 368-4663

CCOR (Companion Care of Rochester)
70 Carlson Rd.
Rochester, NY 14610
(585) 546-1600

Lifetime Health Care & Hospice
3111 Winton Road South Rochester, NY
14623
(585) 214-1000

Interim Health Care of Rochester
1 S. Washington St.
Rochester, NY 14614
(585) 454-4930

HCR Home Care Finger Lakes Region
85 Metro Park
Rochester, NY 14623
(585) 272-1930

Maxim Homecare
150 State St, Suite 140
Rochester, NY 14614
(585) 454-3550

Licensed Home Care Services Agencies
Licensed Home Care Service Agencies
(LHCSA) provide hourly nursing care and
homemaker, housekeeper, personal-care
attendants and other health and social
services.

UR Medicine Home Care
2180 Empire Blvd
Webster, NY 14580

EXHIBIT II

DISCLOSURE STATEMENT

St. John's Home for the Aging ("The Operator") as operator of The Hawthorne ("The Residence"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health can be reviewed by visiting the web link provided in Exhibit XVII of this Agreement.

A paper copy of the Consumer Information Guide is also provided with this Residency Agreement.

2. The Operator is licensed by the New York State Department of Health to operate The Hawthorne, 1 Johnsarbor Drive East, Rochester, NY 14620 an Assisted Living Residence as well as an Enriched Housing Program.

The Operator is also certified to operate at this location an Enhanced Assisted Living Residence. This additional certification may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive Enhanced Assisted Living services or as long as the other conditions of residency set forth in this Agreement continue to be met. The Operator is currently approved to provide:

a. Enhanced Assisted Living services for up to a maximum of 42 persons. The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services programs.

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

[Add if applicable:] If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your (room, unit, apartment) within the Residence.

St. John's Home for the Aging does not have any ownership interest in any entity that provides care, material, equipment or service to our residents, nor does it allow any entity providing care, material, equipment or service to our residents to have any ownership interest in The Hawthorne.

3. The owner of the real property upon which the Residence is located at is St John's Home for the Aging dba The Meadows. The mailing address of such real property is 150 Highland Ave. Rochester N.Y. 14620

The following individual is authorized to accept personal service on behalf of such real property owner: Christine Caplan, Hawthorne Administrator,

The Hawthorne, 1 Johnsarbor Drive East, Rochester, NY 14620.

4. The Operator of the Residence is St John's Home for the Aging d/b/a The Meadows. The mailing address of the Operator is 150 Highland Ave. Rochester N.Y. 14620.

The following individual is authorized to accept personal service on behalf of the Operator: Christine Caplan, Hawthorne Administrator - The Hawthorne, 1 Johnsarbor Drive East, Rochester, NY 14620.

5. There is no ownership interest in excess of 10%, none.

6. There is no ownership interest in excess of 10%, none.

7. Residents are able to receive service from service providers with whom The Hawthorne does not have an arrangement.

8. Every Resident has the right to choose their health care providers notwithstanding any other agreement to the contrary.

9. Every Resident has the right to receive information on availability of public funds for payment of residential, supportive or home health services including, but not limited to availability of coverage of home health services under Title 18 of the federal Social Security Act (Medicare).

10. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator is 1-866-893-6772. Complaints regarding Home Care Services is 1-800-628-5972 .

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the resident. 585-287-6414 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltcombudsman.ny.gov

EXHIBIT III.A.2.

TIERED FEE ARRANGEMENTS

The Hawthorne does not use a tiered fee structure.

EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

Supplemental Fee: None

Additional Fee: None

Community Fee: None

EXHIBIT III.C

RATE OR FEE SCHEDULE

Rent: \$8,275 Per Month, Second Person Fee \$2.075 Per Month

**ENHANCED ASSISTED LIVING
RESIDENCE ADDENDUM TO
RESIDENCY
AGREEMENT**

This is an addendum to a Residency Agreement made between

St. John's Home for the Aging, dba St. John's Meadows, dba The Hawthorne (the "Operator"), [REDACTED] "Resident or You"), [REDACTED] "Resident's Representative"), and [REDACTED], (the "Resident's Legal Representative"). Such Residency Agreement is dated / /2026.

This addendum adds new sections and amends, if any, only the sections specified in this addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Agreement. This Addendum must be attached to the Residency Agreement between the parties.

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at St. John's Home for the Aging -The Hawthorne, (The Residence) located at 1 Johnsarbor Drive East, Rochester, New York 14620 (Address)

II. Physician Report

You have submitted to the Operator a written report from Your physician, which report states that:

- a. Your physician has physically examined You within the last month prior to Your admission into this Enhanced Assisted Living Residence; and b. You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. Request for and Acceptance of Admission

You have requested to become a Resident at this Enhanced Assisted Living Residence, (the "Residence") and the Operator has accepted Your request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

- Services to be provided in the Enhanced Assisted Living Residence;
 - Assistance of 1-2 people to transfer (excluding the use of a mechanical lift)
 - Assistance of 1-2 people to ambulate and/or climb or descend stairs
 - Assistance with medical equipment (oxygen, nebulizers, CPAP/BiPAP, urinary

- catheters)
 - Management of incontinence (urinary or bowel)
 - Skilled nursing services to include:
 - Eye drops/ointment, ear drops/ointment, nasal sprays, and topical medications (full administration)
 - Injections (in addition to those normally taught to a family member)
 - Urinary catheter insertion, irrigation, removal, and management
 - PRN medication administration at the direction of an RN
 - Skilled nursing assessments
 - Dressing changes
- Staffing levels by discipline are:

At least 1 registered nurse will be on duty 40 hours a week. A registered nurse is always on call 24 hours a day. At least 1 licensed practical nurse (LPN) will be on duty 24 hours a day on all day and evening shifts. In the building overnight nursing coverage may be provided by a registered nurse or LPN. At full capacity we will have a minimum of 2 care partners/resident care aides on duty on each shift 24 hours/7 days a week.
- This staffing is based on a maximum census of 42 ALR/EALR residents. The staffing pattern for skilled nursing will be modified as needed to ensure sufficient nursing coverage as required by each resident's physician, medical evaluation, and Individualized Service Plan (ISP). Likewise, personal care staffing will be modified as needed to meet the needs of the residents.
- Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence; will be provided to you upon request. This may include the following positions:
 - Administrator
 - Program Coordinator
 - RN/Case Manager
 - RN
 - LPN
 - Care Partners (each with 40 hours of training, 12 hours of in-service training annually, and First Aid certification)
 - Community Life Specialist
 - Spiritual Life Coordinator
 - Food Service Director
 - Consulting Dietician

The New York State Department of Health approves the qualifications and experience for all Administrators and Case Managers.

- Environmental modifications to protect the health, safety and welfare of persons in the Residence have been made in accordance with NYSDOH regulations for Enhanced Assisted Living Residence licensure and include:

- The Residence is fully sprinkled with a NFPA 13 automatic sprinkler system, has been inspected, and meets all DOH requirements set forth in the June 3, 2005 DOH letter regarding the Assisted Living Reform Act.
- A supervised smoke-detection system throughout the building, including all bedrooms.
- Fire protection systems directly connected to the local fire Department, or to a 24-hour attended central station.
- Handrails on both sides of all resident-use corridors and stairways.
- A centralized emergency call-system in all bedrooms easily reachable from bedside and in all resident-use toilet and bathing areas, easily reachable from each fixture.
- Smoke barriers to divide each floor into at least two smoke compartments, neither of which shall have corridors exceeding 100 feet in length

V. Aging in Place

The Operator has notified You that, while the Operator will make reasonable efforts to facilitate Your ability to age in place according to Your Individualized Service Plan, there may be a point reached where Your needs cannot be safely or appropriately met at the Residence: If this occurs, the Operator will communicate with You regarding the need to relocate to a more appropriate setting, in accordance with law.

VI. If 24 Hour Skilled Nursing or Medical Care is Needed

If You reach the point where You are in need of 24 hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, the Operator will initiate proceedings for the termination of this Agreement and to discharge You from residency, UNLESS each of the following conditions are met:

- a. You hire appropriate nursing, medical or hospice staff to care for Your increased needs; AND
- b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, You can be safely cared for in the Residence, and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32; AND

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

The Hawthorne does not accept responsibility for holding items/property.

EXHIBIT X.I.

RULES OF THE RESIDENCE

St. John's Meadows – The Hawthorne Resident Resource Guide is given to every new resident upon admission (enclosed). The 32-page Resident Resource Guide covers information about the resident's individual living unit, common areas, mailboxes and postal services, personal care services, business services, the dining room, recreation options, religious services and safety and security services, etc. The Resident Resource Guide also includes a list of staff and phone numbers, and an Addendum for further clarification. (See Addendum below)

ADDENDUM TO RESIDENT HANDBOOK

1. Residents have the right to receive services from providers with whom St. John's Meadows-The Hawthorne does not have a formal arrangement.
2. Residents have the right to choose their own health care providers. We do not make that choice for our residents.
3. Services for residents, such as home care, could also be covered under Medicare and/or Medicaid.
4. The New York State's Department of Health toll-free number for reporting of complaints regarding home care services and the services provided by St. John's Meadows – The Hawthorne is: 1-800-628-5972
5. Long term care ombudsman services are available to all residents. The toll-free state long term care ombudsman number is: 1-800-342-9871. Services are also available through the local Monroe County Office for the Aging. The local telephone number for the long-term ombudsman is 585-287-6414. This service is confidential and free of charge.
6. Residents have the right to obtain their medications from pharmacy services from providers with whom St. John's Meadows – The Hawthorne does not have a formal arrangement. The Operator does not accept opened medications brought in from Resident's homes unless Resident has a doctor's order to self-administer medications.

EXHIBIT XV

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

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

A. EVERY RESIDENT'S PARTICIPATION IN ASSISTED LIVING SHALL BE VOLUNTARY, AND PROSPECTIVE RESIDENTS SHALL BE PROVIDED WITH SUFFICIENT INFORMATION REGARDING THE RESIDENCE TO MAKE AN INFORMED CHOICE REGARDING PARTICIPATION AND ACCEPTANCE OF SERVICES;

B. EVERY RESIDENT'S CIVIL AND RELIGIOUS LIBERTIES, INCLUDING THE RIGHT TO INDEPENDENT PERSONAL DECISIONS AND KNOWLEDGE OF AVAILABLE CHOICES, SHALL NOT BE INFRINGED;

C. EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVATE COMMUNICATIONS AND CONSULTATION WITH HIS OR HER PHYSICIAN, ATTORNEY, AND ANY OTHER PERSON;

D. EVERY RESIDENT, RESIDENT'S REPRESENTATIVE AND RESIDENT'S LEGAL REPRESENTATIVE, IF ANY, SHALL HAVE THE RIGHT TO PRESENT GRIEVANCES ON BEHALF OF HIMSELF OR HERSELF OR OTHERS, TO THE RESIDENCE'S STAFF, ADMINISTRATOR OR ASSISTED LIVING OPERATOR, TO GOVERNMENTAL OFFICIALS, TO LONG TERM CARE OMBUDSMEN OR TO ANY OTHER PERSON WITHOUT FEAR OF REPRISAL, AND TO JOIN WITH OTHER RESIDENTS OR INDIVIDUALS WITHIN OR OUTSIDE OF THE RESIDENCE TO WORK FOR IMPROVEMENTS IN RESIDENT CARE;

E. EVERY RESIDENT SHALL HAVE THE RIGHT TO MANAGE HIS OR HER OWN FINANCIAL AFFAIRS;

F. EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVACY IN TREATMENT AND IN CARING FOR PERSONAL NEEDS;

G. EVERY RESIDENT SHALL HAVE THE RIGHT TO CONFIDENTIALITY IN THE TREATMENT OF PERSONAL, SOCIAL, FINANCIAL AND MEDICAL RECORDS, AND SECURITY IN STORING PERSONAL POSSESSIONS;

H. EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE COURTEOUS, FAIR AND RESPECTFUL CARE AND TREATMENT AND A WRITTEN STATEMENT OF THE SERVICES PROVIDED BY THE RESIDENCE, INCLUDING THOSE REQUIRED TO BE OFFERED ON AN AS-NEEDED BASIS;

I. EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE OR TO SEND PERSONAL MAIL OR ANY OTHER CORRESPONDENCE WITHOUT INTERCEPTION OR INTERFERENCE BY THE OPERATOR OR ANY PERSON AFFILIATED WITH THE OPERATOR;

J. EVERY RESIDENT SHALL HAVE THE RIGHT NOT TO BE COERCED OR REQUIRED TO PERFORM WORK OF STAFF MEMBERS OR CONTRACTUAL WORK;

K. EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE SECURITY FOR ANY PERSONAL POSSESSIONS IF STORED BY THE OPERATOR;

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

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

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

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

P. EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER, PROVIDING ADDITIONAL SERVICES TO A RESIDENT SHALL NOT BE CONSIDERED A FEE INCREASE PURSUANT TO THIS PARAGRAPH; AND

Q. EVERY RESIDENT OF AN ASSISTED LIVING RESIDENCE THAT IS ALSO CERTIFIED TO PROVIDE ENHANCED ASSISTED LIVING AND/OR SPECIAL NEEDS ASSISTED LIVING SHALL HAVE A RIGHT TO BE INFORMED BY THE OPERATOR, BY A CONSPICUOUS POSTING IN THE RESIDENCE, ON AT LEAST A MONTHLY BASIS, OF THE THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED AND/OR SPECIAL NEEDS ASSISTED LIVING PROGRAMS.

WAIVER OF ANY OF THESE RESIDENT RIGHTS SHALL BE VOID. A RESIDENT CANNOT LAWFULLY SIGN AWAY THE ABOVE-STATED RIGHTS AND RESPONSIBILITIES THROUGH A WAIVER OR ANY OTHER MEANS.

EXHIBIT XVI

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

Subject: Complaints/Grievances

Orig.

Date: 7/2001

Policy: It shall be the policy of St. John's Meadows/Brickstone; The Hawthorne to resolve formal complaints or grievances in order to promote resident and family satisfaction

Departments Affected: All

Procedure:

1. Formal grievances may be filed in writing or communicated verbally to any member of the St. John's Meadows/Brickstone Leadership Team including, The Hawthorne Program Coordinator, RN Case Manager, Vice President of Senior Housing, Director of Operations, Building Services Director, Protective Services Director, Dining Director, Environmental Services Director, Staff Accountant, Marketing Manager, HR Partner, Director of Volunteers, Director of Transportation, Chaplin, Director of Recreation or Elder Advocate.
2. All the St. John's Meadows/Brickstone Leadership Team members will instruct their staff to report to the department director any complaints that their staff receive directly from residents and residents families.
3. Any member of the St. John's Meadows/Brickstone Leadership Team that receives a complaint will work to resolve it.
4. All complaints from residents will be taken seriously and resolution requires specific action including whenever possible resolution within a 24 hour period. If complaints cannot be resolved, or seem ongoing, the RN Case Manager or Hawthorne Program Coordinator will log them on the attached log to be reviewed and resolution will be sought and monitored by the Hawthorne Program Coordinator.
5. If the resident or family member wishes to submit a complaint anonymously, there is a suggestion box located in the Hawthorne lobby. The suggestion box is checked daily for complaints. If a complaint is lodged, the complaint will be followed up by the Hawthorne Program Coordinator and if appropriate forwarded to the Hawthorne resident council representative. The resolution to the complaint will be submitted to the resident council representative for review as well as reviewed at the resident meeting. A log of written complaints and the response will be maintained by the Hawthorne Program Coordinator and all open grievances will be reviewed at QA.
6. Any member of the St. John's Meadows/Brickstone Leadership Team that receives a complaint from a resident or family member should report this complaint to the RN Case Manger or Hawthorne Program Coordinator for documentation.
7. A request for a written response must be made in writing or via email/fax.
8. A log of written requests and the response will be maintained by the Hawthorne Program Coordinator and all open grievances will be reviewed at QA.

EXHIBIT XVII

Consumer Information Guide

Can be reviewed by visiting <https://www.health.ny.gov/publications/1505.pdf> .

A paper copy of the Consumer Information Guide is also provided with this
Residency Agreement.

Initials

Initials indicate that a paper copy of the guide was provided per your request.