



## EXECUTIVE OFFICE OF ELDER AFFAIRS

Assisted Living Certification Unit  
[www.mass.gov/elder](http://www.mass.gov/elder)

**Assisted Living Residence (ALR): NELP-Commons, LLC d/b/a The Commons in Lincoln [AL/ALZ]**

### **Residency Agreement Cover Sheet: (651 CMR 12.08(4))**

Initialing the box next to each section header confirms that the Resident or legal representative has read each statement listed on this form and has been given the opportunity to ask questions.

#### **CARE:**

Initial Here

- An Assisted Living Residence (ALR) is not a nursing home.
- Nurses are not required to be on duty and in the building 24 hours per day/7 days per week. Inquire with the ALR how often and when nurses are in the building.
- Residents cannot receive skilled nursing care from ALR employees.
- You may be required to provide and pay for additional private care if the ALR determines that your care needs exceed the level of care available at the ALR.

#### **RESIDENCY:**

Initial Here

- A signed residency agreement is a contract between you and the ALR; read it carefully before signing. **Note:** If additional services are subsequently required, your monthly costs may increase.
- Eviction from an ALR must comply with the provisions of landlord/tenant law, M.G.L. c. 186 or c. 239, and include all notices required by law.
- The ALR cannot prevent you from returning to the ALR after a hospital or rehab stay; however, if your care needs exceed the ALR's capacity for services you may be required to hire private care staff to meet your care needs.
- Your resident agreement may allow the ALR to terminate your residency if it determines that you are no longer suitable to live there; if this is the case, the Residence must provide a **30** day notice prior to requiring you to leave.

- \_\_\_ Signing a residency agreement that includes an arbitration clause or signing a separate arbitration agreement may prohibit use of the court system to resolve disputes and instead require you to present your case to an mediator.

EOEA issued: Effective 1-1-19

**COST:**

Initial Here

- \_\_\_ You should assess your finances to determine how long you can afford to stay at the ALR before making a commitment.
- \_\_\_ If you deplete your assets (run out of money) and are unable to afford the cost of the ALR in the future, the ALR may require you to move.
- \_\_\_ The ALR can change your monthly fees with **30** days' notice.
- \_\_\_ Your service plan can change based on the ALR's reassessment of your needs. Changes to your service plan may change your monthly costs.
- \_\_\_ If you fail to provide notice of termination of Residency in accordance with the terms of the Residency Agreement, you may incur additional charges.

**RESIDENT RIGHT:**

Initial Here

- \_\_\_ Residents may file a complaint at any time with the Assisted Living Residence Ombudsman or the Assisted Living Residence Certification Unit at Executive Office of Elder Affairs by calling (617) 727-7750 or 1-800-AGE-INFO (1-800-243-4636).

**Required Signatures**

**Signature of Resident or Legal Representative:**

\_\_\_\_\_

or

**Electronic Signature of Resident or Legal Representative:** Click here to enter text.

(check if applicable) *I have agreed to sign this form by electronic means. I understand and intend that my electronic signature have the same legal effect as a written signature.*

Date: Click or tap to enter a date.

**Signature of ALR Witness:** Click here to enter text. **Date:** Click or tap to enter a date.

**Position of ALR Witness:** Insert Title\_\_\_\_\_

**A copy of this form should be provided to both parties after signing. The ALRs copy should be maintained in the Resident record**

EOEA issued: Effective 1-1-19

**THE COMMONS HEALTH CENTER  
ASSISTED LIVING OR DEMENTIA CARE ADDENDUM  
(CCRC LIFECARE AND PER DIEM RESIDENTS)**

This Addendum is an agreement, effective as of \_\_\_\_\_, by and among NELP-Commons, LLC (collectively and individually, as the context may require, “we” or “us”) and \_\_\_\_\_ (“you”). This Addendum supplements a certain Continuing Care Contract between you and us dated \_\_\_\_\_ (the “Continuing Care Contract”) and governs the care and services you will receive while residing in Suite # \_\_\_\_\_ in the Assisted Living or Dementia Care section of the Health Center (hereinafter called the “Health Center”) at The Commons.

The Assisted Living and Dementia Care Units are certified as an Assisted Living Residence, subject to oversight by the Executive Office of Elder Affairs of the Commonwealth of Massachusetts.

**I. APPLICATION INFORMATION AND HEALTH EVALUATIONS.**

You have provided a health history and medical report, an emergency contact and other information. You have given us the results of a health evaluation.

If requested by us, you agree to provide the results of an updated PPD or chest x-ray performed within 30 days of the date you occupy your Suite.

You agree that you will have your health evaluation information updated by a physician annually, after you are hospitalized, or when we request updated information because of a change in your health or functional abilities.

You have designated a local personal physician. By signing this Addendum, you agree that your physician and other professionals and caregivers involved in your care may consult with our staff as needed with respect to matters affecting your wellness and care.

## **II. TERM.**

This Addendum is effective on the date set forth above. Our obligation to provide services to you begins when you occupy your Suite. This Addendum is effective until terminated as provided in Section VI.

## **III. OUR HEALTH CENTER.**

We provide the following accommodations and services to you:

### **A. Your Suite.**

You may occupy and use your Suite for your personal residence. You are encouraged to bring your own furniture; however, if necessary, we can assist you in obtaining rental furniture.

We provide carpeting and/or floor coverings, draperies and/or window coverings and paint and/or wall-covering on all interior walls and ceilings for your Suite. We have the exclusive right to determine and select the type, style, design and color of these items.

Any alterations, additions, repairs or improvements you make to your Suite must be approved in writing by the Executive Director of the Health Center. Alterations that require approval include placing holes in the walls (greater than those involved in the normal hanging of pictures, mirrors, etc.), ceiling, woodwork or floors; painting, wallpapering or carpeting; or adding window treatments, antenna or cable installations. You may not change any lock or add any lock or locking device to your Suite. Any approved alterations or improvements you make will become the property of the Health Center. You agree to pay any cost involved in returning your Suite back to its original state when this Agreement ends.

We may enter your Suite, with notice to you, at reasonable times and for reasonable purposes, including, but not limited to: (a) inspection, (b) maintenance, (c) performance of scheduled housekeeping and other duties, and (d) providing personal care and other health services. We may enter your Suite at any time without notice if we reasonably believe that an emergency may exist.

**B. Assignment and Subletting.**

Your right to occupy and use your Suite is personal to you. No other person may occupy your Suite. You do not have the right to assign this Addendum or to sublet your Suite to any person or entity.

**C. Common Areas and Grounds.**

You are entitled to use the common areas, facilities and grounds of the Health Center together with other residents. We provide basic landscaping and grounds-keeping care, including lawn service and snow removal. Additional information about the use of common areas is found in the Supplement to the "Disclosure of Rights and Services."

**D. Utilities.**

We provide heat, air conditioning, water, electricity, pre-wiring for cable and telephone access, sewage and disposal and trash removal from designated collection points. Temporary interruption of utility services due to factors outside of our control or due to repairs, maintenance or replacement will not be considered a breach of this Agreement.

You may be responsible for cable and telephone installation fees and ongoing service charges as set forth in the Fee Schedule.

**E. Maintenance and Repair Service.**

We repair, maintain and replace property and equipment we own. Repairs, maintenance and replacement of your personal property are your responsibility. We provide routine personal maintenance services, such as hanging pictures or moving furniture within your Suite, at your request. An additional charge is imposed for these services as set forth in the Fee Schedule.

**IV. OUR SERVICES TO YOU**

We offer a broad array of Services to you. See the Description of Service Programs and Packages found as Attachment A to this Addendum.

**A. Individual Assessment.**

A comprehensive assessment must be performed prior to move-in, focusing on your health, physical, social, functional, activity and cognitive needs and preferences. This assessment will identify if your needs and preferences can be met by the Health Center. We also use this customized, point-based assessment process to determine your appropriate Personal Service Program. See the Description of Service Programs and Packages, Attachment A, for services that are available. We conduct a reassessment if a significant change in your condition warrants, as well as on a regular periodic basis, as required by law. A reassessment may result in changes in your individual service plan, which, in turn, may require a change in your fees.

**B. Individual Service Plan.**

You agree to work with us, your Legal Representative and/or your authorized practitioner in developing and carrying out an individual service plan that meets your needs and preferences. Your individual service plan lists

specific services you will receive, their duration and frequency.

**C. Other Health Needs; Additional Services: Outside Providers.**

You may have personal service or other care needs that exceed the level of services our assisted living or dementia care residence provides (see Attachment A). For example, these plans do not include one-to-one companionship or supervision, or the need for licensed nursing services during hours when assisted living or dementia care licensed nurses are not in the building.

Should your nursing and personal care needs exceed our Personal Service Plans, you may consider moving to the Health Center's Skilled Nursing Facility or, when feasible and appropriate, employment of a private duty caregiver. Private duty caregivers for these additional needs are available through the Benchmark Signature Services program. Charges are set forth in the attached Fee Schedule.

Subject to applicable regulations, you also have the right to have personal care and nursing services provided by any appropriately licensed, certified or otherwise qualified home health agency or individual health care professionals or companions. If you employ such outside agencies or caregivers, you are responsible for all costs of such agencies or personnel, including but not limited to wages; unemployment, workers compensation and other insurance; withholding and other taxes; and all other costs, fees, taxes and charges associated with such employment. You will ensure that your private duty caregiver(s) comply with our rules as set forth in the Resident Handbook.

A fee will be charged for orientation and safety training for all third-party private duty caregivers.



## V. FEES.

A. Fees for your assisted living or dementia care stay at the Health Center are governed by, and are due in accordance with Article V, Sections B through E and H of your Continuing Care Contract and this Addendum.

1. If you are paying a Monthly Fee, it includes benefits for some services available in the Health Center, specifically:
  - a. Traditional Assisted Living Level I services, which include general supervision, cuing and reminders, and minimal physical assistance with activities of daily living (bathing, dressing, etc.).
  - b. Traditional Medication Management Level I, which includes assistance (such as reminders) for residents who are able to self-administer their prescription or over-the-counter medications, up to twice-daily.
  - c. Dementia care assisted living at our “Harbor Care Plan” level, which includes general supervision, cuing and reminders, and minimal physical assistance with activities of daily living.
2. The Monthly Fee does not include the following services, for which there are “Additional Health Center Fees,” specifically:
  - a. Traditional assisted living services above Level I;
  - b. Traditional assisted living Medication Management Level II or III;
  - c. All dementia care levels above our Harbor Care Plan;

- d. All Medication Management charges in dementia care;
- e. Continence management packages;
- f. Private unit accommodation (or any accommodation other than a studio unit, in the case of assisted living); and
- g. Other incidental fees listed in the Assisted Living, Dementia Care Assisted Living or Skilled Nursing Facility Addenda and Fee Schedules, as applicable.

Additional Health Center Fees may be increased at any time upon thirty (30) days written notice to you. Please see Attachment A of this Addendum and Section C of the Continuing Care Agreement for more information about services and fees.

NOTE: A change in your needs as determined from a health assessment by us may result in a change in your Personal Service Fees and/or Package Fees, as described in Section IV above. ***This change will be effective immediately, when your individual service plan is changed.***

**B. 1. Absences from the Health Center.**

You have the right to occupy your Suite at all times while this Addendum is in effect, including during and after any temporary absences, whether due to hospitalization, vacation or for any other reason. You are responsible for paying all fees due under this Agreement, even when you are absent from the Health Center.

**2. Temporary Absences For Health Reasons.**

- a. If you need to move temporarily to the Skilled Nursing Facility and are paying a Monthly Fee, benefits under your Monthly Fee will include

both your stay in the Skilled Nursing Facility and your Suite for up to 14 days in any 90-day period, after which you will pay two times your Monthly Fee. Additional Skilled Nursing Facility charges will apply at all times during your stay in the Skilled Nursing Facility.

- b. If you are paying the Assisted Living or Dementia Care Per Diem Fee, and you are absent for treatment in a health care facility such as a hospital or skilled nursing facility (including this Health Center's Skilled Nursing Facility), you will be responsible for the Per Diem Fee plus the charges for additional services (e.g., charges for Personal Service Plans) until the eighth day after we are made aware of your absence. As of such eighth day, you will only be responsible for the Per Diem Fee. Note that if you move temporarily to the Skilled Nursing Facility, you are responsible for both the Skilled Nursing Facility Per Diem (and other charges) and the Assisted Living or Dementia Care Per Diem Fee.

## **VI. YOUR RIGHTS AND RESPONSIBILITIES.**

### **A. Resident Rights.**

At all times while you are living in our Health Center, you will have the rights set forth in the Residents' Rights, which is posted in the Health Center and included as Attachment B.

### **B. Absences.**

We are not responsible for any obligations or expenses incurred by you or for your health, safety and welfare while you are away from the Health Center. If our initial or subsequent assessments indicate that you are unable to

safely leave the Health Center without assistance, you agree that you will leave the Health Center only in the company of a responsible individual.

**C. Conduct; Resident Handbook.**

You agree to conduct yourself appropriately in your Suite, the common areas and grounds in a way that is considerate and respectful of other residents. You may not use your Suite, the common areas or grounds for any illegal purpose or in any improper or offensive way. You have received a Resident Handbook (or Harbor Family Handbook) as part of your move-in to the Health Center. Additionally, applicable provisions of the Resident Handbook that you received upon your initial move to The Commons (including any later amendments) continue in effect.

Smoking is not permitted in the Health Center.

**D. Appropriateness.**

You acknowledge and agree that your Suite is appropriate for occupancy by persons who can live independently with assistance from a Benchmark Signature Services personal care associate, assisted living or dementia care services agency, home health agency or other qualified provider, if necessary, but that your Suite is not appropriate for occupancy by persons who need 24-hour nursing care or whose physical, mental or psychological condition otherwise results in their inability to live appropriately in an assisted living or dementia care setting. You agree that you will vacate your Suite upon 30 days' notice, or lesser notice if an emergency exists, if it is determined by us at our sole discretion that your physical, mental or psychological condition is no longer appropriate for continued residence in the assisted living or dementia care section of the Health

Center. You may choose to move to the Health Center's skilled nursing facility.

If you are not a resident of our Dementia Care Harbor Program and at any time we determine at our sole discretion that you are at risk, due to your mental condition, of wandering from your Suite or the Health Center and placing yourself in danger, we reserve the right to transfer you to our Harbor Program (subject to availability) until appropriate ongoing arrangements can be made for your safety and well-being. If you are transferred to our Harbor Program, fees will be prorated during the month of your transfer according to the Harbor program fees outlined in the Fee Schedule.

If at any time we determine at our sole discretion that a change in your physical, mental or psychological condition requires you to have nursing, personal care or companion assistance beyond that which we provide through our personal service plans and packages, you agree that you will obtain such care or assistance at your expense until other appropriate ongoing arrangements can be made. However, in the event you do not obtain such care or assistance, we retain the right to obtain it at your expense in our discretion either from external third party providers or Benchmark Signature Service personal care associates, until other appropriate ongoing arrangements can be made.

## **VII. ENDING THIS ADDENDUM.**

- A.** You may end this Addendum:
1. By giving us written notice, 30 days in advance, that you wish to end this Addendum. You may give this notice at any time, for any reason or no reason. Your written notice must specify the date you want this Addendum to end.

2. At any time without notice if you will move to our Skilled Nursing Facility.
- B.** We may end this Addendum by giving written notice to you, in accordance with applicable law that we intend to terminate this Addendum due to:
- a. Your failure to pay all fees when due; or
  - b. Your failure or refusal to fulfill any of your obligations under this Addendum; or if your continued occupancy becomes inappropriate pursuant to Section VI.D. of this Addendum;

If we take action to terminate this Agreement, we will proceed in accordance with the regulations governing assisted living or dementia care residences which require that the Health Center will provide an eviction process consistent with the process set forth in Mass. General Laws Chapter 186 or 239. You are entitled to fourteen (14) days' written notice if this Agreement is being terminated for nonpayment of fees. For any other breach of this Agreement, you are entitled to seven (7) days' written notice except in an emergency where you present a serious risk of harm to yourself or other residents. In an emergency, you will receive two business days' written notice.

- C.** If you are sharing a Suite and this Addendum is terminated by or with respect to one of you, the terms and conditions of continued occupancy by the remaining person will be governed by this Addendum and your Continuing Care Contract.
- D.** This Addendum ends as of the date that your Continuing Care Contract ends, unless earlier ended pursuant to this Section.

## **VIII. CHANGING YOUR SUITE; VACATING YOUR SUITE.**

### **A. Relocation.**

If, at your request, you choose to change suites within the Health Center, you will be responsible for paying the actual cost of labor and materials needed for cleaning and redecorating the new suite and for moving you to the new suite. Applicable fees are outlined in the Fee Schedule. You will also be required to execute a new Assisted Living or Dementia Care Addendum.

### **B. Vacating.**

When this Addendum ends, you or your estate must vacate your Suite no later than the ending date. This means that you must remove all of your belongings from your Suite, and return all of your keys to the Suite.

### **C. All Fees Due.**

You agree that all fees, charges and other amounts due us under this Agreement, through the ending date of this Addendum, are due and payable as of the ending date of this Addendum, if not paid before that date.

### **D. Condition of the Suite.**

You agree to leave your Suite in a clean and orderly condition when you vacate the Suite.

## **IX. MANAGEMENT AGENT.**

Benchmark Senior Living LLC has authority to act on our behalf with regard to all matters pertaining to this Addendum.

**X. LIMITATIONS ON LIABILITY.**

**A. Damage to Your Property.**

We strongly recommend that you maintain at all times your own insurance coverage, including health, personal property, liability, automobile (if applicable), renters insurance and other insurance coverage in adequate amounts. We are not responsible for any loss of or damage to your property, personal injury to you or loss of or damage to the personal property of or personal injury to your invitees or visitors, unless this loss or damage is caused by our negligent or intentional act.

**B. Acts of Other Residents**

We are not responsible for the acts or negligence of another resident, or of your or their visitors or invitees that results in injury, illness or damage to you or to your property. By signing this Addendum, you release us from all responsibility for injury or damage to you or your property caused by any act or negligence of any other resident, or by your or other residents' visitors or invitees.

**C. Damage to Our Property.**

You agree to indemnify us and hold us harmless for all damage to our property caused by your acts or omissions, whether intentional or negligent, or by the acts or omissions of your invitees or visitors, whether intentional or negligent.

**XI. OTHER PROVISIONS.**

**A. Severability.**

If any provision of this Addendum is determined by a court to be unenforceable, this Addendum will be read as if the unenforceable provision was not included and all other



provisions of this Addendum will continue in full force and effect.

**B. Waiver.**

Our failure to insist upon your performance, observance or compliance with any of the terms and provisions of this Addendum in any particular instance is not a waiver by us of our right to insist upon your compliance with all of the terms and provisions of this Addendum.

**C. Modification.**

No modification of this Addendum will be binding unless it is in writing and signed by both parties.

**D. Binding Agreement; Assignment By Us.**

This Addendum is binding upon you, your heirs, executors and administrators and on us and our successors and assigns. We reserve the right to assign this Addendum to any person or entity that assumes ownership or control of the Health Center.

**E. Governing Law.**

This Addendum will be governed by and construed under the laws of the Commonwealth of Massachusetts.

**F. Compliance.**

The Health Center complies with all applicable municipal, state and federal laws regarding consumer protection and financial exploitation.

**G. Attorneys Fees.**

If we take legal action to enforce the provisions of this Addendum, you agree to pay all attorneys fees and costs we incur in connection with any such action.

**H. Addendum.**

This Addendum supplements the Continuing Care Contract. All terms and conditions of the Continuing Care Contract remain in full force and effect.

**SIGNATURES**

This Addendum may be executed in multiple copies, each of which will be considered an original. We will retain one copy and one copy will be given to you.

**RESIDENT:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: Choose Date

If the resident is not capable of managing his or her affairs, a Conservator, Attorney-in-fact or a relative may sign this Agreement on behalf of the resident.

**ON BEHALF OF THE RESIDENT:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: Choose Date

Title or Relationship: \_\_\_\_\_

**BENCHMARK SENIOR LIVING LLC  
(ON BEHALF OF NLP-COMMONS, LLC):**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: Choose Date

Title: \_\_\_\_\_

SECOND LIFECARE RESIDENT (IF APPLICABLE):

If a second person who will not occupy the Assisted Living or Dementia Care Suite is a party to the Continuing Care Contract, that person must agree and sign as follows:

I am a party to the Continuing Care Contract dated Click or tap to enter a date. I have reviewed and agree to the terms and conditions of this Addendum.

\_\_\_\_\_  
CCRC Resident

Choose Date  
Date

**ATTACHMENT A**  
**DESCRIPTION OF PERSONAL SERVICE PLANS**  
**AND PACKAGES**

Prices for the Service Programs and Packages listed below appear in Attachment C of this Agreement. We may elect to modify the Service Programs and Packages offered to you, but we will provide at least thirty (30) days' prior written notice of such new Service Programs and Packages.

**BASIC SERVICES**

We will provide you with the following basic services, which are included in the cost of your Basic Residency Fee for both our traditional assisted living and our Harbor program:

- Housekeeping services once per week consisting of vacuuming, dusting cleared surfaces, personal trash removal, sanitizing the bathroom, and external cleaning of the kitchen area.
- Weekly laundering of bed linens and towels and one load of personal laundry.
- Three meals served daily; all standard menu choices are prepared with no added salt and reduced sodium in the cooking; special diets include no concentrated sweets and low fat as well as a texture modified diet, on physician's order. While we will attempt to accommodate residents' needs, the Health Center kitchen is not a gluten free or nut product free environment. You must note any food allergies as part of your initial (or any subsequent) assessment which will then be communicated to the Dining Services Director on the Diet Notification Form.
- Regular snacks.
- "I'm OK" Program.
- Social, cultural and educational activities.
- Regularly scheduled group transportation.
- Resident and family meetings.

- The ability to schedule a wellness consultation by a nurse.
- Staff on the premises 24-hours a day.
- Mail delivery and pick-up one time daily, Monday through Saturday.
- Complimentary room service when due to temporary illness.

### **Harbor Program Only:**

- Secured and alarmed entry and exits.
- Monitoring and supervising your location and condition through day, evening and night checks.

### **TRADITIONAL LIVING PERSONAL SERVICE PLANS**

Personal Service Plans include assistance with activities of daily living, such as assistance with bathing or showering, assistance with other personal hygiene (i.e. brushing teeth and shaving) and with dressing, cueing or limited assistance with traveling to and from dining and activities, health maintenance support, additional linen or personal laundry service, additional personal housekeeping services, etc.

#### **\* Traditional Living Care Plan**

Our **Traditional Living Care Plan** is designed for residents who are primarily independent, but may benefit from occasional cueing and reminders and who require little or no physical assistance with activities of daily living. An example would be a resident who needs reminders only with respect to one or more activities of daily living.

#### **\* Traditional Level I Plan**

Our **Traditional Level I Plan** is designed for residents who are no longer fully independent, but whose care needs consist primarily of cueing and reminders and who require little or no physical assistance with activities of daily living, but may require more frequent cueing and reminders. An example would be a resident who needs reminders with respect to one or more

activities of daily living as well as with respect to mealtimes and activities.

★ **Traditional Level II Plan**

Our **Traditional Level II Plan** is designed for residents whose care needs consist primarily of a moderate level of physical assistance with activities of daily living. An example would be a resident who needs some physical assistance with bathing, some aspects of grooming, dressing and continence management, plus personal laundry assistance.

★ **Traditional Level III Plan**

Our **Traditional Level III Plan** is designed for residents who require a substantial amount of physical assistance with some activities of daily living, due either to care needs or behaviors. Examples would be a resident requiring the assistance of two Benchmark associates for mobility and transfer, or a resident requiring substantial or total physical assistance for dining, bathing, and dressing as well as moderate assistance with mobility, continence and grooming.

★ **Traditional Level IV Plan**

Our **Traditional Level IV Plan** is designed for residents whose needs exceed the services included in Levels I-III because of extensive needs, for example: a need for total care with one or more activities of daily living, or circumstances when a one-on-one level of assistance is warranted for a substantial amount of time on a daily basis. Also, a resident using a mechanical lift for transfers on an ongoing basis would be on Level IV.

## **HARBOR PROGRAM PERSONAL SERVICE PLANS**

Our Harbor Program Personal Service Plans are specifically designed to meet the needs of individuals with memory impairment in neighborhood settings.

### **\* Harbor Care Plan**

Our **Harbor Care Plan** is designed for Harbor residents whose care needs consist primarily of cueing and reminders and who require little or no physical assistance with activities of daily living. Residents are appropriate for our Harbor Care Plan if they generally exhibit mild cognitive impairment and no or limited behaviors that would require substantial increases in staff time, such as aggression or resistance to care.

### **\* Harbor Level I Plan**

Our **Harbor Level I Plan** is designed for Harbor residents whose care needs consist primarily of a minimal level of physical assistance with activities of daily living, and who generally exhibit a minimal level of cognitive impairment. These residents may also display one or more behaviors, such as aggression or resistance to care, that would call for additional staff time and attention.

### **\* Harbor Level II Plan**

Our **Harbor Level II Plan** is designed for Harbor residents whose care needs require a moderate amount of physical assistance with several activities of daily living, and who generally exhibit moderate cognitive impairment and/or associated behaviors.

### **\* Harbor Level III Plan**

Our **Harbor Level III Plan** is designed for Harbor residents whose care needs require a substantial amount of physical assistance with several activities of daily living, and who generally exhibit



severe cognitive impairment and/or associated behaviors. Residents requiring the assistance of two Benchmark associates for transfers on an ongoing basis would be on Level III or higher, at a minimum.

★ **Harbor Level IV Plan**

Our **Harbor Level IV Plan** is designed for residents whose needs exceed the services included in Harbor Levels I-III because of extensive needs, for example: a need for total care with one or more activities of daily living, or circumstances when a one-on-one level of assistance is warranted for a substantial amount of time on a daily basis. A resident using a mechanical lift on an on-going basis for transfers would be on Level IV.

**MEDICATION MANAGEMENT PACKAGES**

The Health Center can provide assistance with medication management. The pharmacy selected by the resident maintains complete responsibility for proper filling of prescriptions and medication cassettes per physician orders. Depending on the pharmacy you choose, either the pharmacy or the resident or his or her family is responsible for delivery of medications per physician orders. The Health Center does not pick up medications for residents at the pharmacy as part of this service.

Complete information about the Health Center's medication management policy may be found in the "Medication Management Packages and Policy" section of the Disclosure Statement.

You agree that all of your medications must be safely stored in your Suite, in compliance with the Health Center's rules.

"SAMM" is Self-Administered Medication Management by the resident. Limited Medication Administration ("LMA") is administration of medication by a nurse employed by the Health Center or other caregiver, as permitted by law. Additional information regarding

SAMM and LMA can be found in Part B of the “Disclosure of Rights and Services.”

The Health Center offers the following medication management packages:

Traditional Assisted Living -

**Traditional Level I** – Assistance with SAMM for prescription or over-the-counter oral medication only, up to twice a day;

**Traditional Level II** – Assistance with SAMM three times per day, and/or one to three occasions a day when the resident requires LMA; and

**Traditional Level III** – Any assistance with medications (SAMM or LMA) which is required four or more times a day or nurse administration of medications such as Coumadin, oxygen, nebulizers or crushed medication.

Harbor –

**Harbor Level I** – Any assistance with medications (SAMM or LMA) which is required one to three times a day.

**Harbor Level II** – Any assistance with medications (SAMM or LMA) which is required four or more times a day and/or treatments of any kind.

## **CONTINENCE MANAGEMENT PACKAGES**

Our Continence Management packages include all products needed for continence management, based on each resident's needs. The items include a product personalized to the resident's need (such as adult briefs or protective underwear), wipes, gloves and barrier cream. (Note: If you do not participate in this program, each product must be obtained and supplied by you to the Health Center, in advance and in a quantity, that must be acceptable to the Health Center, all at your expense.)

Our **Continence Management Level I** package is designed for residents who have light to moderate incontinence of the bladder approximately 7 episodes per week, but not more frequently at night. This resident typically requires protective underwear or a bladder pad.

Our **Continence Management Level II** package is designed for residents who are incontinent of both bladder and bowel or who are frequently or always incontinent of bladder more frequently at night. This resident typically requires protective underwear during the day and a brief overnight or a brief 24 hours per day.

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## **ADDITIONAL SERVICES**

### **Benchmark Signature Services**

If it would be helpful to supplement the services provided to you, or if your needs exceed the services included in the Personal Service Plans, it may be possible for you to remain at the Health Center by arranging for additional care, on either a temporary or ongoing basis, through a Benchmark Signature Services resident care associate. The Executive Director of the Health Center can assist you with this process and answer any additional questions you may have.

Through our Benchmark Signature Services program, resident care associates are available to provide one-on-one services for our residents at a daily minimum of two hours of time, for an additional charge as outlined in the Fee Schedule. If you wish to obtain any of the following services, please contact our Executive Director or Resident Care Director who will provide you with additional information. Residents enrolled in the Signature Services Program must

sign a separate agreement describing the services being provided and the terms under which they will be provided.

Examples of additional services we can provide with the assistance of our Benchmark Signature Services resident care associates may include but are not limited to:

- Help for new residents who would benefit from additional assistance to transition to the community successfully;
- One-on-one companionship or supervision for residents who would benefit from such services;
- Escorted transportation for appointments, trips to visit family and other transportation needs, subject to availability of our Health Center transportation;
- Assistance for residents who may need additional or one-on-one attention during meal times;
- Support for behavioral or wandering issues where the resident does not present a safety risk to self or others (for example, on a transition or interim basis, if a resident is not safe or secure living alone in our Health Center environment);
- Temporary and personalized care after an extended stay in a hospital or rehab facility.

In addition, residents who live together in a Suite in the Health Center may be able to share one Benchmark Signature Services resident care associate for service needs.

**ATTACHMENT B**

**RESIDENT RIGHTS**

**PLEASE SEE SECTION III OF THE  
“DISCLOSURE OF RIGHTS AND SERVICES”**