



Charlesgate Senior Living Center

670 North Main Street

Providence, Rhode Island 02904

Tel.(401) 453-9300 Fax(401) 453-9323

The following information is being provided in an effort to assist you through the application process.

Our assisted living component is incorporated into the North building of the Charlesgate Campus. It is owned and operated by Davenport Associates, Inc.

We are licensed by the Rhode Island Department of Health as a M1 / F1 property. M1 means that we will control and administer resident's medications (we are not responsible for monitoring or administering injectable medications such as insulin or class II drugs).

F1 means that all assisted living residents can have assistance exiting the building in an emergency. Even with our F1 status, our prospective residents are required to be at a high functioning level. They must be independently mobile, and able to transfer independently. When the registered nurse is performing the initial assessment the resident's functioning level will be a top priority in deciding acceptance into the program.

We offer several financial options which will ensure your financial eligibility into our program. Please be sure to fill out the financial information and submit the required forms promptly since this will help speed up the application process.

We have included the list of services available in our Disclosure Statement as well as the Acceptance and Discharge Criteria.

Sincerely,

Charlesgate Senior Living Center



***** THIS PACKET IS TO BE COMPLETED BY
APPLICANT AND RETURNED TO CHARLESGATE
ASSISTED LIVING *****

Please direct any questions to:

JOSHUA ANDERSEN

Leasing Coordinator

Phone: 401.453.9334

Fax: 401.453.9311





CHARLESGATE SENIOR LIVING CENTER APPLICATION FOR ADMISSION

ALL PROGRAMS AND SERVICES ALL BE MADE AVAILABLE WITHOUT REGARD TO RACE, COLOR, CREED, GENDER,
NATIONAL ORIGIN OR OTHER UNLAWFUL GROUNDS

The undersigned hereby applies for admission as a resident to CHARLESGATE SENIOR LIVING CENTER and agrees, if admitted, to comply with all current and future policies and procedures of CHARLESGATE SENIOR LIVING CENTER.

PERSONAL INFORMATION

Applicant's Name	Social Security #
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Address
(Include City, State and Zip)

Telephone Number	DOB	Age	Present Housing (apart. private home, etc)
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POWER OF ATTORNEY / GUARDIAN AND FAMILY INFORMATION

The following are the names, ages, residences and occupations of my guardian, the holder of my power of attorney and of all my children. If no children, list interested relatives and friends.

Guardian /Power of Attorney (circle one)	Relationship	Spouse's Name
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Address
(Include City, State and Zip)

Occupation/Employer	Work Tel. Home Tel.
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1. Name	Relationship	Spouse's Name
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Address
(Include City, State and Zip)

Occupation/Employer	Work Tel.	Home Tel.	Spouse's Work Tel.
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2. Name	Relationship	Spouse's Name
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Address
(Include City, State and Zip)

Occupation/ Employer	Work Tel.	Home Tel.	Spouse's Work Tel.
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3. Name	Relationship	Spouse's Name
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Address
(Include City, State and Zip)



Occupation/ Employer	Work Tel.	Home Tel.	Spouse's Work Tel.
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INSURANCE INFORMATION

The following information is very important and must be thorough and accurate.

Social Security	Medicare Number	Medicaid Number
Medicare Hosp. Ins. plan A () Yes () No	Medicare Medical Ins. plan B () Yes () No	
Insurance Contractor	Group Number	Service
Address of Plan	City, State, Zip	
Other Hospitalization Plan	Group Number	Service
Address of Plan	City, State, Zip	

MONTHLY INCOME

Social Security Per Month	SSI Per Month	Veterans Benefits Per month	Admin. Claim Number
Pension Income	Pension Name	Pension Claim Number	Pension Address
Income from Savings	Bank	Account Number	Bank Address
Other Income	Source	Account Number	Address

REAL PROPERTY

Location and Description	Yearly Income	Value	Mortgage
Location and Description	Yearly Income	Value	Mortgage
If no property owned presently, give location of last property owned	Year sold	Sale Price	

PERSONAL PROPERTY AND FINANCIAL ASSETS

Cash on Hand	Government Bonds	Mortgages
Notes or Mortgages	Held by	Address



CERTIFICATION: I represent that each and every statement above, including any accompanying tax returns, is true and that I have not withheld any information requested, herein and also represent that I have not transferred property in trust for myself, not given away any property other than stated in " GIFTS AND TRANSFERS", that I have read this application or had it read to me and that it has been fully explained to me.

If applicants signature is by Mark, Second Witness

Signatures:

AMERICAN ASSOCIATION OF COLLEGE AND UNIVERSITY BUDGET OFFICERS



*****THIS PACKET IS FOR INFORMATIONAL PURPOSES
ONLY NOT TO BE RETURNED WITH APPLICATION*****





Charlesgate Senior Living Center Admission Criteria

For the resident to benefit from the Assisted Living Program, it is important for the following criteria to be applied during the assessment and at times of follow-up evaluation.

Residents of the Charlesgate Assisted Living Center must be:

1. Able to comprehend and follow directions, especially in emergency situations.
2. Able to be independently mobile, with and without assisted devices, such as canes, walkers or wheelchairs.
3. Capable of adherence to the Charlesgate Senior Living Center evacuation plan according to individual preservation status.
4. Able to bathe/shower and dress self with stand-by assistance.
5. Able to be aware of any incontinence and willing to wear appropriate incontinent devices and to utilize such devices appropriately
6. Able to attend meals in the dining room. The exception would be in the case of temporary illness, which must be authorized by physician or registered nurse.
7. Able to understand the rights and responsibilities associated with residing in assisted living.
8. Able to notify staff of emergency needs. For example, a resident must be able to pull the emergency assist cord.
9. Able to conduct self in a cooperative and congenial manner.
10. Able to comply with medical regimens and facility medication administration procedures.
11. An appropriate candidate for the Assisted Living environment. This is defined, minimally, as a need for the provisions of one meal per day and at least two hours per week of any combination of Assisted Living Services.

*No otherwise qualified applicant shall be denied admission to Charlesgate Senior Living Center solely on the basis of race, creed, color, religion, sexual orientation, or national origin.





Charlesgate Senior Living Center Discharge Criteria

Charlesgate Senior Living Center may terminate services at any time, with a thirty-day notice, upon reasonable cause. The center has a policy of terminating any agreement; in its discretion, if any of the following events occur.

- You fail to pay the monthly services fee within ten (10) days after the due date.
- You fail to comply with the state or local law receiving written notice of a violation.
- You fail to comply with the policies contained in the Charlesgate Senior Living Manual of Residents Policies and/or exhibit any of the following:
 - Uncontrollable incontinence
 - Uncontrolled verbal, physical, or sexually aggressive behavior by the resident or the resident's visitors
 - Refusal to comply with physician's orders and/or to accept needed personal care and services where refusal could cause health/safety risks.
- The managing agent determines, in a consultation with you, your family, and your physician, that the resident no longer meets assisted living residency criteria and his/her needs exceed Charlesgate Senior Living Center's level of licensure
- Engagement in behavior that the managing agent deems detrimental to the health, safety, or peaceful lodging of you or any other resident of the Center (Ex: verbal/physical abuse, disruptive behavior of any kind, drug abuse, alcoholic beverages on the premises, non-compliance with assisted living policies).
- A Personal Behavior Plan will be written if a behavior becomes an issue. Violation of the plan is an automatic eviction from services.
- The use of Charlesgate Senior Living Center has changed.

In the event of discharge, any advance rental fees (i.e. security deposit) may be re-funded on a pro-rated per diem basis.



**CHARLESGATE SENIOR LIVING CENTER
SERVICE AGREEMENT**

**Charlesgate Senior Living Center
670 North Main Street
Providence, RI 02904**

This agreement is made on _____ by and between Charlesgate North Affordable Housing Partner, LP, the Owner of Charlesgate Senior Living Center, and _____ (if more than one person is signing this Agreement, these terms refer to each of you individually and both of you together).

Rhode Island Assisted Living Management, LLC, and (the Management Agent) manages the assisted living component of Charlesgate Senior Living Center under contract with the Owner. Charlesgate Senior Living Center is located at 670 North Main Street, Providence, Rhode Island. Charlesgate Senior Living Center is operated on a nondiscriminatory basis and affords equal treatment and access to services to eligible persons regardless of race, color, religion, sex, national origin, sexual orientation or ancestry. Charlesgate Senior Living Center is sometimes referred to as "Charlesgate AL" in this agreement.

_____ (herein after referred to as "the Participant" in this agreement) has applied for assisted living services at Charlesgate AL, and said applications have been accepted. The purpose of this Service Agreement is to provide a statement of the services that Charlesgate Senior Living will furnish to the Participant and to make known the Participant's legal obligations to Charlesgate Senior Living, both financial and non-financial. With the acceptance of that application, it is agreed:

I. LIVING ARRANGEMENTS

The Participant shall have the right to receive assisted living services in a living unit identified as a studio/one bedroom Apartment. Occupancy and administration of services shall be on a month-to-month basis. Notification may be adjusted by mutual consent.



II. SERVICES

BASIC SERVICES: Charlesgate Senior Living will provide the Participant with the following basic assisted living services, subject to the terms of the Agreement. These terms are included in monthly services fees unless otherwise indicated.

Furnishing:

The Participant may provide the necessary furniture for the living unit. If the participant cannot provide furniture, arrangements will be made to procure proper furnishings. Charlesgate Senior Living also provides window shades and appliances. The Participant or the Participant's estate will be responsible for removing all personal property when the apartment is vacated.

Utilities:

Charlesgate will provide all utilities necessary in connection with the occupation of the living unit including water, electricity, heat, and air conditioning and **excluding** any cable television service and private telephone service for the Participant. The Participant will be responsible for obtaining and maintaining cable and telephone services, which will be billed directly to the Participant or responsible party by the providing companies.

Pets:

Pets will not be permitted, but if the Participant already has a cat, dog, or bird, the Participant may keep the pet providing he/she is physically capable of providing its care. When the Participant no longer has the pet, another one may not be acquired. The Participant's ability to maintain and control the pet will be monitored and evaluated on a regular basis. The Participant may be required to find other suitable living arrangements for the pet. The Participant will be required to (1) sign a separate Pet Agreement which the Management Agent will provide; (2) adhere to the policies in the Resident Handbook regarding pets; and (3) make a refundable deposit to Charlesgate North Affordable Housing.

**Common
Facilities:**

The Participant shall have the right to use the outdoor and indoor social and recreational facilities and activities, which are a part of the total facilities at Charlesgate AL.

Laundry:

Charlesgate AL will provide each Participant with weekly laundry service if required. If the Participant wishes and is able to do his/her own laundry, Charlesgate AL will provide detergent and tokens for use in the building laundry facility located on the first floor.

Housekeeping:

Charlesgate AL will be responsible to perform reasonable housekeeping services.

Personal Supplies:

Charlesgate AL will provide each Participant with toilet paper and soap. Participants will provide all other supplies for personal care and hygiene.



Meals: Charlesgate AL will make available to each Participant three meals each day and one snack. Each meal shall be served in the Charlesgate AL Dining Room at a designated hour subject to exceptions, which may be made by Charlesgate AL. Charlesgate Senior Living Center will accommodate some minor dietary restrictions such as no added salt (NAS) or no concentrated sweets (NCS) diets.

Tray Meals- Charlesgate Senior Living will provide tray service to the Participant's apartment during a temporary illness, if approved in advance by the Participant's physician or registered nurse.

Guests- Participants may invite guests to any meal, but Charlesgate AL requests advance notice in accordance with Dining Room reservation policy. There will be a fee for guest meals.

Observation: The Charlesgate Senior Living Staff will regularly monitor the Participant's condition to identify and help respond to health needs.

Activities Program: Charlesgate Senior Living will provide a resident-centered activity program that offers opportunities for all Participants to participate in meaningful activities, both within the facility as well as in the community.

Transportation: Scheduled transportation for local health related appointments is set up through Charlesgate AL's nurse/resident assistance department. Reservations are required one week in advance for scheduling purposes.

Emergency Response Service: In case of an emergency, Charlesgate AL shall provide personnel to assist with arrangements for appropriate medical care, or if an immediate emergency appears to exist, personnel will notify local emergency services. Charlesgate AL will also inform next of kin when noted on the Participant Emergency form.

III. PERSONAL ASSISTANCE AND CARE

Assisted Services:

- Charlesgate AL will provide assistance with bathing of the Participant as needed.
- Charlesgate AL will provide assistance with medications to the Participant as needed and required by our license.
- Charlesgate AL will provide assistance with dressing the Participant as needed.
- Charlesgate AL will provide assistance with daily activity reminders to the Participant as needed.

IV. EXCLUDED HEALTH-RELATED SERVICES

Charlesgate Senior Living shall not be responsible for furnishing or paying for any health care items or services not expressly included in the Agreement including but not limited to physician's services,



nursing services, surgery, hospital care, treatment or examination of eyes or teeth, medications, co-pays, vitamins, eyeglasses, contact lenses, hearing aids, denture, orthopedic appliances, prosthetic devices, laboratory tests, x-rays services, toiletries and personal supplies.

V. YOUR PROPERTY RIGHTS AND OBLIGATIONS

Liability for Damage

The Participant agrees to maintain his/her apartment in a clean, sanitary and orderly condition. The Participant further agrees to reimburse Charlesgate Senior Living for any loss of or damage to the property, inside or outside your apartment, caused by the Participant, guests or pets, excluding normal wear and tear.

Responsibility for your Property

Charlesgate Senior Living Center shall not be responsible for damage to, or the loss of any personal property belonging to you due to theft, fire, or any other cause. The management Agent strongly recommends that you obtain, at your own expense insurance for the replacement value of your personal property.

VI. ENTRY INTO THE LIVING UNIT

Charlesgate AL reserves the right to enter the living unit at any reasonable hour, due notice having been given, or for emergency purposes. For Participant's safety and comfort, Charlesgate Senior Living Center staff must be permitted to enter the apartment to perform basic housekeeping services, respond to emergencies, and make repairs and improvement, as deemed necessary or advisable. Therefore, additional locks are not permitted on the entrance door to the Participant's dwelling. Whenever feasible, the Management Agent will attempt to give reasonable notice before entering the unit.

VII. TERMS AND OBLIGATIONS

TERM OF AGREEMENT

The term of this Agreement shall be from month to month, unless and until it is terminated.

SERVICE FEE

The Participant's Monthly Services Fee under this Agreement is _____ dollars (\$_____). Service Fee is payable in advance by the first (1st) day of each calendar month. The Participant understands that the right to receive services at Charlesgate Senior Living Center is contingent upon the timely payments of Services Fee.



ADJUSTMENTS TO FEES OR SERVICES

Fees- In accordance with and subject to, the terms of your lease, Charlesgate Senior Living shall give the Participant thirty- (30) day's written notice of any change in his/her Monthly Service Fee. Charlesgate AL shall give immediate written notice of any government prescribed rate changes. The Participant's Monthly Service Fee will not increase more than once per year.

Absence from the Assisted Living Unit- The Participant is not entitled to a credit toward the Monthly Rental Fee or Monthly Service Fee for missed services if he/she is hospitalized or away from the apartment for any other reason. The Participant or his/her estate shall remain liable for all monthly rental and service fee until the apartment is vacated.

FAILURE TO MAKE PAYMENTS

The Participant will be required to make all payments due to Charlesgate Senior Living Center in a timely manner and otherwise to take care of financial obligations to Charlesgate AL. If the Participant fails to pay Monthly Services Fee by the tenth (10th) day of any calendar month, Charlesgate Senior Living may, in its discretion, terminate this Agreement upon Thirty (30) days written notice to the Participant. Charlesgate Senior Living also reserves the right to charge interest or any legal fees incurred during the collection process to the Participant or his/her representative.

VIII. TERMINATION

Termination by Resident

The Participant may terminate this Agreement at any time, with or without cause, by giving the Management Agent Thirty- (30) day's prior written notice of termination.

Termination by Charlesgate Senior Living Center

Upon Thirty (30) Days' Notice- Charlesgate Senior Living may terminate this Agreement at any time upon Thirty (30) days written notice to the Participant, upon reasonable cause.

Upon immediate notice- Charlesgate Senior Living Center may terminate this Agreement at any time because the Participant is engaging in behavior that the Management Agent deems detrimental to the health, safety, or peaceful lodging of him/her and any other resident of Charlesgate AL. If this behavior continues after notice to the participant and any appropriate opportunity to remedy such behavior is unsuccessful, this Agreement will be terminated and the Participant and his/her personal representative will receive a notice describing the reasons for such termination.

IX. MISCELLANEOUS

Couples



If the Participants are a couple and one party dies or permanently vacates the apartment, this agreement shall continue in full force and effect. The monthly Service Fees applicable to single occupancy of the apartment shall apply.

Family Visits and Communications

Charlesgate AL will provide the Participant's family with opportunities to visit and participate in activities if so desired.

Accuracy of Application Documents

As part of the application for assisted living services at Charlesgate Senior Living, the Participant have filed with the Management Agent, an application form, a physician's report and a financial assessment form, all of which are attached to this Agreement. The Participant warrants that all information contained in these documents is true and correct, and understands that Charlesgate Senior Living has relied on this information in accepting the Participant for participation in an assisted living service plan at Charlesgate Senior Living.

Government Regulation

This agreement is subject to the terms of any applicable regulation of the Rhode Island Department of Health, HUD, or any other agency having authority over Charlesgate Senior Living. Such agencies may inspect the Participant's care records as part of an evaluation of the assisted living services at Charlesgate Senior Living Center.

Notices

All notices given under this Agreement shall be in writing and shall be addressed to Charlesgate Senior Living Center, at its administrative office or to the Participant or his/her representative. Such notices shall be effective when personally delivered or when deposited in the United States mail.

Assignment by Charlesgate Senior Living Center

Charlesgate North Affordable Housing Partners, LP, reserves the right to assign this Agreement to any successor-in-interest selected by it.

Entire Agreement

This agreement is the entire agreement between the Participant and Charlesgate North Affordable Housing Partner, L.P., with respect to assisted living services at Charlesgate Senior Living Center and may be amended only by written instrument signed by the Participant or legal representative and by an authorized representative of Charlesgate North Affordable Housing Partners, LP. If any part of this



Agreement is held to be invalid or unenforceable, the rest of the Agreement shall remain valid and enforceable.

Charlesgate AL reserves the right to modify the terms of the Agreement as a result of changes in existing applicable laws.

Participant Acknowledgement

The Participant acknowledges that he/she is entering into a Residence Rental and Service Agreement with an Independent/Assisted Living care facility which provides the specific services set forth herein. The Participant acknowledges that he/she fully understands the services offered and it is the Participant's belief that those services offered by Charlesgate AL are sufficient to satisfy his/her present needs. In the event additional services are required which services are not provided by Charlesgate AL, Charlesgate AL will endeavor to assist the Participant in making alternative living arrangements. The Participant acknowledges that he/she has been given the opportunity to have this Agreement reviewed by an attorney of his/her choice. The Participant acknowledges receipt of a copy of this Agreement and a copy of Rhode Island General Laws Section 23-17.4-16

X. Additional Rights of Residents Under Rhode Island General Law 23-17.4-16

Resident has been provided with a copy of Rhode Island General Laws 23-17.4-16 (Rights of Residents), which is incorporated as part of this Agreement.

Rights of Residents

In accordance with § 23-17.4-16 of the Act, "Rights of Residents", every assisted living residence for adults licensed pursuant to the Rules and Regulations for the licensing of Assisted Living Residences in the state of Rhode Island shall observe the following standards and such other appropriate standards as may be prescribed in rules and regulations promulgated by the Department with respect to each resident of the residence. For purposes of §§ 14.1 (b)(2), (b)(4), (b)(17), (b)(19), (b)(20), (b)(23) and (b)(24)(i), the term "resident" shall also mean the resident's agent as designated in writing or legal guardian.

Residents are entitled to all rights recognized by state and federal law with respect to discrimination, service decisions (including the right to refuse services), freedom from abuse and neglect, privacy, association, and other areas of fundamental rights including the right to freedom of religious practice. Some of these basic rights include:

- (1) To be offered services without discrimination as to sex, race, color, religion, national origin, or source of payment.
- (2) To be free from verbal, sexual, physical, emotional and mental abuse, corporal punishment and involuntary seclusion;
- (3) To be free from a physical or chemical restraints for the purpose of discipline or convenience, and not required to treat the resident's medical symptoms. No chemical or physical restraints will be used except on order of a physician;
- (4) To have their medical information protected by applicable state confidentiality laws.
- (5) To have a service animal, consistent with the "reasonable accommodations" clause of the fair housing act (such as seeing eye dog); and

(b) In addition to these basic rights enjoyed by other adults, the residents of assisted living also have the right to:

- (1) Be treated as individuals and with dignity, be assured choice and privacy and the



opportunity to act autonomously;

(2) Upon request have access to all records pertaining to the resident, including clinical records, within the next business day or immediately in emergency situations;

(3) Arrange for services not available through the setting at their own expense as long as the resident remains in compliance with the resident contract and applicable state law and regulations;

(4) Upon admission and during the resident's stay be fully informed in a language the resident understands, of all resident rights and rules governing resident conduct and responsibilities;

(i) Each resident shall receive a copy of their rights.

(ii) Each resident shall acknowledge receipt in writing; and

(iii) Each resident shall be informed promptly of any changes.

(5) Remain in their room or apartment unless a change in room or apartment is related to resident preference or to transfer conditions stipulated in their contract;

(6) Consistent with the terms of the resident contract, furnish their own rooms and maintain personal clothing and possessions as space permits, consistent with applicable life safety, fire or similar laws, regulations and ordinances;

(7) Be encouraged and assisted to exercise rights as a citizen; to voice grievances through a documented grievance mechanism and suggest changes in policies and services to either employees or outside representatives without fear of restraint, interference, coercion, discrimination, or reprisal;

(8) Have visitors of their choice without restrictions so long as those visitors do not pose a health or safety risk to other residents, employees or visitors, or a risk to property, and comply with reasonable hours and security procedures;

(9) Have personal privacy in their medical treatment, written communications and telephone communications, and to the fullest extent possible, in accommodation, personal care, visits, and meetings;

(10) Have privacy in written communications, including the right to send and promptly receive mail that is unopened; and have access to stationary, postage, and writing implements at the resident's own expense;

(11) Have prominently displayed a posting of the residence's grievance procedure, the names, addresses and telephone numbers of all pertinent resident advocacy groups, the State Ombudsperson and the Department;

(12) Choose his or her own physician(s) and to have ready access to the name, specialty and way of contacting the physician(s) responsible for the resident's care;

(13) Receive dental services from a dentist of his/her choice;

(14) Have the residence record and periodically update the address and telephone number of the resident's legal representative or responsible party;

(15) Manage his or her financial affairs. The residence may not require residents to deposit their personal funds with the residence. Upon written authorization of a resident and with the agreement of the residence, the residence holds, safeguards, manages and accounts for personal funds of the resident as follows:

(i) Funds in excess of three hundred dollars (\$300) must be in an interest bearing account, separate from any residence operating account, that credits all interest on the resident's funds to that account and the residence shall purchase a surety bond on this account;

(ii) A full and separate accounting of each resident's personal funds maintained must be available through quarterly statements and on request of the resident;

(iii) Resident funds shall not be commingled with residence funds or with funds of any person other than another resident;

(iv) Upon the death of a resident, the residence must convey within thirty (30) days



the resident's funds deposited with the residence, and a full accounting of those funds to the resident's responsible party, or the administrator of the resident's estate;

(16) Have access to representatives of the State Ombudsperson and to allow the Ombudsperson to examine a resident's records with the permission of the resident and consistent with state law;

(17) Be informed in writing, prior to, or at the time of admission or at the signing of a residential contract or agreement of:

(i) The scope of the services available through the residence's service program, including health services, and of all related fees and charges, including charges not covered either under federal and/or state programs by other third party payers or by the residence's basic rate;

(ii) The residence's policies regarding overdue payment including notice provisions and a schedule for late fee charges;

(iii) The residence's policy regarding acceptance of state and federal government reimbursement for care in the residence both at time of admission and during the course of residency if the resident depletes his or her own private resources;

(iv) The residence's criteria for occupancy and termination of residency agreements;

(v) The residence's capacity to serve residents with physical and cognitive impairments;

(vi) Support any health services that the residence includes in its service package or will make appropriate arrangements to provide these services;

(18) To be encouraged to meet with and participate in activities of social, religious, and community groups at the resident's discretion;

(19) Upon provision of at least thirty (30) days notice, if a resident chooses to leave a residence, the resident shall be refunded any advanced payment made provided that the resident is current in all payments;

(20) The residence can discharge a resident only for the following reasons and within the following guidelines:

(i) Except in life-threatening emergencies and for nonpayment of fees and costs, the residence gives thirty (30) days' advance written notice of termination of residency agreement with a statement containing the reason, the effective date of termination, the resident's right to an appeal under state law, and the name/address of the State Ombudsperson's office;

(ii) If resident does not meet the requirements for residency criteria stated in the residency agreement or requirements of state or local laws or regulations;

(iii) If resident is a danger to self or the welfare of others; and the residence has attempted to make a reasonable accommodation without success to address resident behavior in ways that would make termination of residency agreement or change unnecessary; which would be documented in the resident's records;

(iv) For failure to pay all fees and costs stated in the contract, resulting in bills more than thirty (30) days outstanding. A resident who has been given notice to vacate for nonpayment of rent has the right to retain possession of the premises, up to any time prior to eviction from the premises, by tendering to the provider the entire amount of fees for services, rent, interest, and costs then due. The provider may impose reasonable late fees for overdue payment; provided that the resident has received due notice of such charges in accordance with the residence's policies. Chronic and repeated failure to pay rent is a violation of the lease covenant. However the residence must make reasonable efforts to accommodate temporary financial hardship and provide information on government or private subsidies available that may be available to help with costs; and



- (v) The residence makes a good faith effort to counsel the resident if the resident shows indications of no longer meeting residence criteria or if service with a termination notice is anticipated;
- (21) The residence provides for a safe and orderly move out, including assistance with identifying a resource to help locate another setting, regardless of reason for move-out;
- (22) To have the resident's responsible person, and physician notified when there is:
 - (i) An accident involving the resident which results in injury and required physician intervention;
 - (ii) A significant change in the resident's physical, mental or psychosocial status or treatment;
- (23) To be able to share a room or unit with a spouse or other consenting resident of the residence in accordance with terms of the resident contract;
- (24) To live in a safe and clean environment;
- (25) To have and use his or her own possessions where reasonable and have an accessible lockable space provided for security of small personal valuables;
- (26) To receive a nourishing, palatable, well-balanced diet that meets his or her daily nutritional and special medical dietary needs;
- (27) To attain or maintain the highest practicable physical, mental, and psychosocial wellbeing; and
- (28) To be allowed to maintain an amount of money to cover reasonable monthly personal expenses the amount of which shall be at least equal to that amount required for individuals on SSI as provided under RIGL § 40-6-27(a)(3)
- (29) The residence must implement written policies and procedures to ensure that all residence employees are aware of and protect the resident's rights contained in these Regulations.
- (30) Each resident shall be given, in writing, the names, addresses, and telephone numbers of: the Department; the Medicaid Fraud and Patient Abuse Unit of the Department of Attorney General; the State Ombudsperson; and local police offices.
- (31) Upon request, the resident shall have the right to receive information concerning hospice care, including the benefits of hospice care, the cost, and how to enroll in hospice care.
- (32) Have prominently displayed a posting of the most recent state licensing survey of the assisted living residence.

Each residence shall provide each resident or his or her representative upon admission, a copy of the "Rights of Residents" per state Regulations and shall display in a conspicuous place on the premises a copy of the "*Rights of Residents*."



This Agreement shall be effective as of the _____ day _____ of 20_____.

Resident's Name:

Second Person Name:

Guardian or Family Member:

Address:

Phone Number (Home/Work):

Relationship to Resident:

Billing Information (If different from above):

Address:

Phone Number (Home/Work):

Send Bill to:

Resident ☐

Other (listed above) ☐

By

Resident/Guardian

By

For Charlesgate Senior Living Center and Charlesgate North Affordable Housing Partner, LP.

Title





*CHARLESGATE
SENIOR LIVING
CENTER
DISCLOSURE
STATEMENT*

Assisted Living Community:	Charlesgate Senior Living Center
Administrator:	Lauren Yabut
Phone:	(401)453-9324
Address:	670 North Main Street
City, State, and Zip:	Providence, RI 02904
Levels of Licensure:	M1/F1
Number of Licensed Units:	75
License Number:	ALR01411
Completed By:	Lauren Yabut, Administrator
Date Form Completed:	September 2016

Ownership

Owner: Charlesgate North Affordable Housing Partners, LP.

Operator: Davenport Associates, Ltd.

☐ Individual ☒ Limited Partnership ☐ Corporation ☐ LLC
☐ Unincorporated Association ☐ Public Agency ☐ Other (specify)

License

Fire code classification

☒ **Level F1:** licensure for residents who are not capable of self-preservation

☐ **Level F2:** licensure for residents who are capable of self-preservation

Medication classification

☒ **Level M1:** licensure for residents who require central storage and administration of medications

☐ **Level M2:** licensure for facilities which only assist residents with self-administration of medications

If you have any further questions about this residence, please contact Lauren Yabut, Administrator. (401 453-9317).

The following state and local agencies can be referred to for assistance, if needed:

RI Department of Health	RI Attorney General Office
Division of Facilities Regulation	150 South Main Street

3 Capitol Hill	Providence, RI 02903
Providence, RI 02908	(401) 274-4400
(401) 222-2566	www.riag.ri.gov
www.health.ri.gov	
The Alliance for Better Long Term Care	RI Assisted Living Association
RI State Ombudsman Program	2224 Pawtucket Ave
422 Post Road, Suite 204	East Providence, RI 02914
Warwick, RI 02888	(401) 435-8888
(401) 785- 3340	www.riala.org
www.alliancebltc.com	

Philosophy of Care

The philosophy of Charlesgate Senior Living Center is to provide services that are resident driven, flexible, individualized, and maximize consumer independence, choice, privacy, and dignity.

Residents are encouraged to participate, to the fullest extent possible, in activities of daily living, and as full partners in the development of their service plans, and are empowered to make choices about how they will live.

The staff is educated and supportive in viewing the resident as a customer who has the right to make such choices even when those choices conflict with opinions of staff.

What is Assisted Living?

Assisted living residences are a special combination of housing, meals, and personal assistance designed to meet the needs of those who require personal assistance with activities of daily living (ADLs). Personal assistance also includes assisting with administration/self-administration of medication, arranging for health and supportive services, and providing reasonable recreational, social, and personal services. Assisted living is a residential option that promotes self-direction and participation in decisions regarding care and services. Its philosophy is to support choice, individuality, privacy, and independence.

Assisted living communities may differ in many ways including, but not limited to: size, staff qualifications, services offered, location, fees, participation in the Medicaid Waiver, ability to age in place, Memory support, nursing services, and visiting hours. When reviewing a disclosure statement, prospective residents should have a general idea of what type of setting, location, services, and price range they may want as well as questions prepared to ask the manager or administrator.

What is a Disclosure Statement?

A disclosure statement is a description of our assisted living community's policies and services intended to give prospective residents and their families information from which they can select an assisted living community.

The disclosure statement is not intended to take the place of visiting the residence, talking with other residents, or meeting one-on-one with residence staff.

Although this Disclosure Statement details the provisions of the Residency Agreement, the Residency Agreement serves as the sole binding contract between the Resident and community and should be inspected to fully understand all of its terms and provisions.

Staffing Patterns and Training Ratios

Staffing patterns will, at all times, be appropriate to ensure that residents have the necessary assistance to attend to their daily needs. In smaller communities, staff may perform multiple roles.

Staff will receive 2 hours of orientation and training within 10 days of hire and, prior to working alone.

Staff, who will have direct contact and assist with personal care, will have 10 hours of orientation and training within thirty days of hire.

All staff will receive additional in-service training to reinforce and update training in intervals not to exceed 12 months.

Family Role in Providing Support and Service

We welcome and encourage families to communicate suggestions for care and any concerns they may have, directly with either our Administrator or our Director of Nursing/Registered Nurse. We view the care of our residents as a partnership between us and family members, and encourage family members to visit frequently with residents.

In order to protect the resident's right to confidentiality of medical records and information and, in accordance with applicable State and Federal law, confidential medical information will only be communicated to appropriate medical providers and/or person(s) entitled to receive such confidential information on behalf of the resident, such as a person named as the attorney in a medical power of attorney. For clarity and to avoid conflicting direction to our staff, we prefer that any concerns and/or care suggestions from the support group meetings and other educational seminars for authorized family members and/or authorized friends on an ongoing basis.

Resident Activities

Charlesgate Senior Living Center has been designed to enhance the quality of life of its residents, with socialization, healthy living and activities being the basis of that high quality life.

The design of the space encourages residents to come out of their rooms into living spaces, where they will find a space for community dining and other activities. There will be an emphasis on wellness and fitness, as well as good nutrition with freshly prepared nutritious meals.

Pre-Occupancy, Occupancy, and Termination of Residents

Admission

No qualified applicant will be denied admission solely on the basis of race, creed, color, religion, sexual orientation, gender identity or national origin.

A. Application for residency will be completed and returned to Charlesgate Senior Living Center, as detailed in the application. All prospective residents/responsible parties/and/or financial guarantors will be asked to sign disclosures including, but not by way of limitation, this General Disclosure, outlining pertinent information for residency and a release of information form.

A comprehensive assessment by a registered nurse is required prior to admission of all residents, either at the prospective resident's home, hospital, within the community, or in another setting and will complete the assessment, using an approved assessment tool to determine if the resident's needs and preferences can be met at and within Charlesgate Senior Living Center's level of license. When, and if, the prospective resident has been determined to meet the eligibility requirements, the availability of an apartment will be confirmed, and a move-in date will be established.

The applicant will be eligible for initial and/or continued residency at Charlesgate Senior Living Center if the following conditions do not exist and/or develop:

- The applicant requires skilled nursing care
- The applicant has an active infection
- The applicant has exhibited uncontrolled, aggressive behavior
- The applicant has exhibited verbal and/or sexually, aggressive behavior
- The applicant has uncontrollable incontinence
- The applicant is bedbound or incapable of following emergency procedure in accordance with community licensure status
- The applicant's financial resources are no longer able to pay for assisted living services.

Discharge/Termination

A resident can be discharged when:

- The resident or legal representative requests discharge upon provision of at least thirty (30) days' notice
- Resident no longer meets assisted living residency criteria and his or her needs exceed Charlesgate Senior Living Center's level of license
- Resident refuses to comply with physician orders and/or accept needed personal care services and refusal causes health or safety risks

- The resident's medical illness require skilled nursing care/monitoring
- Uncontrolled, aggressive behavior by the resident and/or the resident's visitors
- Uncontrollable incontinence
- Resident fails to pay fees and charges for assisted living services

B. The resident or legal responsible party will be informed of any concerns regarding the resident and the resident's care, needs, and/or any financial issues. When a resident develops care needs beyond the current service plan and/or is unable to meet the financial requirements under the Residency Agreement, Charlesgate Senior Living Center will counsel that resident and/or legal responsible party in identifying the problems and/or concerns, and determining possible solutions to meet the care needs of the resident, including without limitation, increased staff intervention, community services, appropriate responsible party intervention, or an alternative living situation. In the event that any special services are required for the resident, in order to meet the resident's care needs beyond the current service plan, payment of additional fee(s) may be required, as expanded upon below. The party/parties responsible for payment of the fees will be appropriately notified (at least 30 days).

Input from the staff, medical and/or financial responsible party, resident's physician, and other appropriate healthcare and social providers will be consulted in the determining of possible solutions. If it is concluded that the resident no longer meets the eligibility requirements of Charlesgate Senior Living Center, the Administrator and the Director of Nursing Services will explore available options with the medical and/or financially responsible party and make recommendations regarding alternative living situations.

Charlesgate Senior Living Center will make the final determination as to whether the services being provided to the resident are adequate for continued residency and/or whether the resident continues to meet the eligibility requirements.

Without, in any way limiting the obligation of the resident, the financially responsible party with respect to making timely payments of all sums due under the Residency Agreement, outstanding balances, deposit refunds, and assessment of charges for damages must be paid within 30 days of the resident vacating the apartment.

C. A 30-day written notice will be provided to the medical and/or financial responsible party stating the need to find alternative care for the resident. However, in the event that the resident presents a present danger to self or others, as determined by the Administrator and the Director of Nursing Services, within his/her sole discretion, after appropriate consultation with staff and/or medical professionals, that 30-day notice will not be provided, and the finding of immediate alternative care for the resident will be required.

During the relocation process, the resident may remain at Charlesgate Senior Living Center, on a temporary basis, only if it is safe for the resident and the residence.

Without, in any way limiting the obligation of the resident, the financially responsible party with respect to making timely payments of all sums due under the Residency Agreement, outstanding

balances, deposit refunds, and assessment of charges for damages must be paid within 30 days of the resident vacating the apartment.

Discharge will be contingent upon completion of appropriate discharge planning, including without limitation, the ready availability of the family and/or other suitable community caregivers and/or other residential/nursing facility to receive the resident.

Assessment, Service Planning, and Implementation

An initial assessment will be performed by Charlesgate Senior Living Center on the RI Department of Health approved form, *Appendix C: Assisted Living Resident Initial Assessment*. In addition, the process used for assessment and establishing the plan of service and its implementation, including without limitation, the method by which the plan of service evolves and is responsive to changes in condition, will be as follows:

The Evaluation will include, but not be limited to, the following:

- List of medical diagnoses
- Updated medication list
- List of allergies
- General medical history and physical
- Results of neuro-psych evaluation (may be waived by Residence)
- Clinical scales that evaluate the resident's functional abilities and disabilities

A plan for the service of the individual will include, but not be limited to, the following:

- Continuing medical care by an identified primary care physician
- An evaluation of needed assisted care, including administration of medications
- An assessment that the resident is independently mobile (assisting devices may be used)
- An assessment that the resident is in stable medical condition
- A determination as to DNR status and advance directives
- An assessment as to the resident's need for a guardianship and/or medical and/or financial power of attorney (either in place, or in the process, or to be put in process)

The service plan will evolve and will, at all times, be responsive to any significant changes in the resident's condition, as the staff will be continually observing the resident, and with any observed change in condition, appropriate changes to the plan of service in accordance with Department of Health regulations will be made after appropriate consultation with all persons involved in that resident's plan of service. In addition, the administrator will schedule regular meetings of the professional staff to discuss and review each resident's service plan, as to whether changes are indicated at intervals not to exceed twelve (12) months.

Services, Accommodations, and Fees

Community Pricing Base Package

Terms Lease

Private Rates

Studio Apt (Single Occupant)	\$2200.00
One Bdrm (Single Occupant)	\$2600.00
Second Occupant	\$1400
Second Occupant/ No Services	\$600.00

Income Based Programs

Moderate Income Program	
• Monthly Income between \$1400 and \$2199	Base rate less 10% of monthly income
Low Income Programs	
• Monthly income between \$1100 and \$1399	Base Rate less 5% of monthly income
• Monthly income less than \$1100 (Must have less than \$2000 in assets)	SSI/SSP Program

Security deposit for the rented unit will be equal to one (1) month's rent; 30% of adjusted monthly income or 10% of gross monthly income, whichever is greater.

Cost of living rate increase affecting assisted living services rate may be increased on 30-day written notice to its residents and requires a new contract. Please refer to the Residency Agreement.

In the event that the fees and/or costs chargeable to the resident and/or legal responsible party are not paid when due, and Charlesgate Senior Living Center places said claim with a third party for collection, the resident and/or responsible party for payment shall, in addition to paying all sums due and owing to Charlesgate Senior Living Center and/or its assignee, also be responsible/liable for any and all costs of collection including, but in no way limited to, reasonable attorneys' fees.

Amenities and Services

Accommodations, services, and care included in the Base Program

- Stand by assist for activities of daily living
- Ongoing access to facility common areas, including the reading room, private dining, wellness and activity space, and patio.
- Utilities, heat, electricity, air conditioning and water
- 24-hour staffing
- Medication administration
- Ordering and delivery of medication
- Medication storage and preparation
- On-site, qualified trained registered nurse, as needed, and shall be available for consultation at all times
- Daily meals with nutritional assistance
- Regular housekeeping and personal laundry assistance
- Social activities
- Activity Program

Optional Extended Care Services and Costs

**Extended care services and costs not included in the Base Program may be available for an additional fee and/or cost as follows:

- Additional Medical Transport Service
- Guest meals
- Returned check fee/late payment fees

**The rate for extended care services will be determined based on the services required.

Please refer to the Residency Agreement for additional information on available services and fees.

The undersigned acknowledges receipt of this General Disclosure document, consisting of nine (8) pages, and further acknowledges having reviewed same, in detail. The undersigned further acknowledges receipt of a copy of a document entitled "RESIDENCY AGREEMENT," consisting of 11 (11) pages, and further acknowledges having reviewed same, in detail. The undersigned also acknowledges that he/she was given an opportunity to have this document and the Residency Agreement reviewed by person(s) of their choosing and were given the opportunity to question the meaning and/or effect of any of the above disclosures to his/her/their satisfaction.

Resident

Guarantor and/or Responsible Party

Date