

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA  
CIRCUIT CIVIL DIVISION

ROBERTA LIEBERMAN

Case No.

Plaintiff(s),

vs.

SONATA SENIOR LIVING, LLC *d/b/a*  
SONATA ASSISTED LIVING MEMORY CARE  
BOCA RATON

Defendant(s).

\_\_\_\_\_ /

**COMPLAINT FOR DAMAGES**

Plaintiff, ROBERTA LIEBERMAN, by and through her undersigned attorney, sues Defendant, SONATA SENIOR LIVING, LLC *d/b/a* SONATA ASSISTED LIVING MEMORY CARE BOCA RATON, and alleges as follows:

**JURISDICTIONAL STATEMENT AND IDENTIFICATION OF PARTIES AND  
GENERAL ALLEGATIONS AS TO ALL COUNTS**

1. This is a nursing negligence action that is being brought pursuant to Fla. Stat. §400.023, and §429.28, et seq.

2. The damages claimed in this matter are in excess of \$30,000.00, exclusive of interest and costs.

3. That at all times material hereto the Plaintiff, ROBERTA LIEBERMAN, was a resident of Palm Beach, Florida, the claims that are the subject of this lawsuit occurred in Palm Beach County, Florida, and she is *sui juris*.

4. That at all times material hereto, certain nursing personnel including but not limited to [REDACTED], Chevanese Burnis, L.P.N., Jean Judith, L.P.N., Carline Fleury, L.P.N., Juliet McRae, L.P.N., Judene Pawlaczyk, L.P.N., and Cora Williams, L.P.N., were agents, apparent agents or employees of Defendant SONATA SENIOR LIVING, LLC *d/b/a* SONATA

ASSITED LIVING MEMORY CARE BOCA RATON (hereinafter referred to as "SONATA SENIOR LIVING").

5. That at all times material hereto, the Plaintiff has complied with all the conditions precedent to the bringing of this action, including but not limited to compliance with Fla. Stat. § 400.023 and § 400.0233, et seq.

6. That at all times material hereto, SONATA SENIOR LIVING was a Florida for-profit company licensed to operate an assisted living/memory care facility by the State of Florida located at 9591 Yamato Rd, Boca Raton, FL 33434 and doing so in Palm Beach County, Florida.

7. The statute of limitations applicable to this cause of action was extended by sixty (60) days by virtue of submitting the pre-suit notice as required by Fla. Stat. § 400.0233(3)(a).

8. All conditions precedent to bringing this cause of action have been satisfied or waived, including, where applicable, those imposed by Fla. Stat. § 400.0233, et. seq., Fla. R. Civ. P. 1.100.

#### **FACTUAL ALLEGATIONS**

9. That on or about August 4, 2021, Plaintiff, ROBERTA LIEBERMAN, became a resident of SONATA SENIOR LIVING located at 9591 Yamato Rd, Boca Raton, FL 33434.

10. At the inception of Ms. Lieberman's residency at SONATA SENIOR LIVING, she was diagnosed with Dementia.

11. The Resident Agreement, attached hereto as **Exhibit A**, properly complies with Fla. Stat. § 429.28, and lists her Resident Bill of Rights, including: "Every resident of a facility shall have the right to: 1. Live in a safe and decent living environment, free from abuse and neglect."

12. Ms. Lieberman's risk assessment evaluation included a positive status for intermittent confusion and/or short-term memory loss and although she was ambulatory, it was with the assistance of a device.

13. The health assessment was drafted by an agent/employee of SONATA SENIOR

LIVING, and it identified her as a “fall risk.”

14. On or about February 23, 2022, Ms. Lieberman was noted to have a stage two (2) pressure ulcer at the coccyx.

15. An updated individual service plan identified her fall risk intervention need as “PRN/As Needed” which required staff to implement fall risk interventions to assist the resident in preventing falls.

16. On or about March 1, 2022, Ms. Lieberman was complaining of right leg pain; x-rays discovered that she was suffering from a right leg fracture.

17. Nursing notes stated that “no report of a fall was received [and] an investigation [would] be completed to clarify.”

**COUNT ONE**  
**NEGLIGENCE AGAINST**

Plaintiff adopts and re-alleges paragraphs “1” through “17” as if fully set forth herein, and would further allege as follows:

18. That at all times material hereto, Plaintiff, ROBERTA LIEBERMAN came under the nursing care of the nursing staff of SONATA SENIOR LIVING, including, but not limited to: Jennifer Freund, L.P.N., Chevanese Burnis, L.P.N., Jean Judith, L.P.N., Carline Fleury, L.P.N., Juliet McRae, L.P.N., Judene Pawlaczyk, L.P.N., and Cora Williams, L.P.N.

19. That at all times material hereto, all nurses caring for ROBERTA LIEBERMAN at SONATA SENIOR LIVING were employed by, or agents, or apparent agents, of Defendant, SONATA SENIOR LIVING, and were acting within the scope and course of their employment and/or with the apparent agency or authority of Defendant, SONATA SENIOR LIVING, while providing nursing care to ROBERTA LIEBERMAN.

20. Accordingly, Defendant, SONATA SENIOR LIVING, is vicariously liable for any damages caused to ROBERTA LIEBERMAN by the negligence of any nurse involved in the

nursing care of ROBERTA LIEBERMAN while she was a patient at SONATA SENIOR LIVING.

21. At all times material hereto, Jennifer Freund, L.P.N, was an employee, agent or apparent agent of Defendant, SONATA SENIOR LIVING, and was acting within the scope and course of her employment and/or with the apparent agency or authority of Defendant, SONATA SENIOR LIVING, while providing nursing care to ROBERTA LIEBERMAN. Accordingly, Defendant, SONATA SENIOR LIVING, is vicariously liable for any damages caused to ROBERTA LIEBERMAN by any negligence on the part of Jennifer Freund, L.P.N.

22. At all times material hereto, Chevanese Burnis, L.P.N., was an employee, agent or apparent agent of Defendant, SONATA SENIOR LIVING, and was acting within the scope and course of her employment and/or with the apparent agency or authority of Defendant, SONATA SENIOR LIVING while providing nursing care to ROBERTA LIEBERMAN. Accordingly, Defendant, SONATA SENIOR LIVING, is vicariously liable for any damages caused to ROBERTA LIEBERMAN by any negligence on the part of Chevanese Burnis, L.P.N.

23. At all times material, Jean Judith, L.P.N., was an employee, agent or apparent agent of Defendant, SONATA SENIOR LIVING, and was acting within the scope and course of her employment and/or with the apparent agency or authority of Defendant, SONATA SENIOR LIVING, while providing nursing care to ROBERTA LIEBERMAN. Accordingly, Defendant, SONATA SENIOR LIVING, is vicariously liable for any damages caused to ROBERTA LIEBERMAN by any negligence on the part of Jean Judith, L.P.N.

24. At all times material, Carline Fleury, L.P.N., was an employee, agent or apparent agent of Defendant, SONATA SENIOR LIVING, and was acting within the scope and course of her employment and/or with the apparent agency or authority of Defendant, SONATA SENIOR LIVING, while providing nursing care to ROBERTA LIEBERMAN. Accordingly, Defendant, SONATA SENIOR LIVING, is vicariously liable for any damages caused to ROBERTA LIEBERMAN by any negligence on the part of Carline Fleury, L.P.N.

25. At all times material, Juliet McRae, L.P.N., was an employee, agent or apparent agent of Defendant, SONATA SENIOR LIVING, and was acting within the scope and course of her employment and/or with the apparent agency or authority of Defendant, SONATA SENIOR LIVING, while providing nursing care to ROBERTA LIEBERMAN. Accordingly, Defendant, SONATA SENIOR LIVING, is vicariously liable for any damages caused to ROBERTA LIEBERMAN by any negligence on the part of Juliet McRae, L.P.N.

26. At all times material, Judene Pawlaczyk, L.P.N., was an employee, agent or apparent agent of Defendant, SONATA SENIOR LIVING, and was acting within the scope and course of her employment and/or with the apparent agency or authority of Defendant, SONATA SENIOR LIVING, while providing nursing care to ROBERTA LIEBERMAN. Accordingly, Defendant, SONATA SENIOR LIVING, is vicariously liable for any damages caused to ROBERTA LIEBERMAN by any negligence on the part of Judene Pawlaczyk, L.P.N.

27. At all times material, Cora Williams, L.P.N., was an employee, agent or apparent agent of Defendant, SONATA SENIOR LIVING, and was acting within the scope and course of her employment and/or with the apparent agency or authority of Defendant, SONATA SENIOR LIVING, while providing nursing care to ROBERTA LIEBERMAN. Accordingly, Defendant, SONATA SENIOR LIVING, is vicariously liable for any damages caused to ROBERTA LIEBERMAN by any negligence on the part of Cora Williams, L.P.N.

28. At all times material, each nurse involved in the care of ROBERTA LIEBERMAN owed ROBERTA LIEBERMAN a duty to provide that level of care, skill, and treatment which, in light of all relevant surrounding circumstances, was recognized as acceptable and appropriate by reasonably careful nurses.

29. As more fully set forth herein, the nursing care, skill, and treatment Defendant, SONATA SENIOR LIVING, provided to ROBERTA LIEBERMAN by and through its nurses fell beneath that level of care, skill, and treatment which, in light of all relevant surrounding

circumstances, is recognized as acceptable and appropriate by reasonably careful nurses assigned to a patient such as ROBERTA LIEBERMAN.

30. Specifically, the damages and ensuing disabilities, pain and suffering of ROBERTA LIEBERMAN were the direct and proximate result of the negligent nursing care Defendant, SONATA SENIOR LIVING, provided to ROBERTA LIEBERMAN and of the failure of the nurses of SONATA SENIOR LIVING to comply with the accepted standards of care as contemplated by the applicable Florida Statutes, including, but not limited to, the following:

- a. SONATA SENIOR LIVING nursing staff negligently failed to adequately and appropriately care for, observe, monitor, assess and/or reassess ROBERTA LIEBERMAN;
- b. SONATA SENIOR LIVING nursing staff negligently failed to provide, obtain, or otherwise advocate for ROBERTA LIEBERMAN to receive timely and appropriate care;
- c. Failing to implement adequate precautions, after having prior notice of a potential risk, to prevent a fall which caused harm;
- d. Failing to provide an environment that was free from physical abuse and neglect.

31. But for the negligent nursing care by the Defendant, SONATA SENIOR LIVING, provided to ROBERTA LIEBERMAN, she would have not suffered a fall that caused a fracture of her right leg.

32. That as a result of the above-described actions and/or inactions of the Defendant, SONATA SENIOR LIVING, by and through its agents, servants and employees, Plaintiff, ROBERTA LIEBERMAN, has suffered serious bodily injury, resulting pain and suffering, disfigurement, mental anguish, loss of the capacity for enjoyment of life, the expense of hospitalization, medical and nursing care and treatment and aggravation of a previously existing condition. These losses are permanent and continuing and ROBERTA LIEBERMAN will continue to suffer these losses in the future.

**WHEREFORE,** Plaintiff, ROBERTA LIEBERMAN demands judgment against

Defendant, SONATA SENIOR LIVING, LLC *d/b/a* SONATA ASSISTED LIVING MEMORY CARE BOCA RATON, a Florida for-profit corporation, for all damages provided at law.

**DEMAND FOR JURY TRIAL**

Plaintiff, ROBERTA LIEBERMAN, hereby demands a trial by jury on all issues so triable as of right by jury.

**I HEREBY CERTIFY** that a true and correct copy of the foregoing has been e-filed with the Clerk of the above-named Court this 30<sup>th</sup> day of May 2024.

**ANTHONY J. RUSSO JR., P.A.**  
**d/b/a THE RUSSO FIRM**  
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**Resident Agreement**  
**Harmony Assisted Living**

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## **Sonata Senior Living Assisted Living Resident Agreement**

This Resident Agreement (“Agreement”) is made between **Sonata Boca Raton, LLC** a Florida limited liability company (“Sonata Senior Living”), in its capacity as Agent for **CREF3 FSLP Boca Raton Owner, LLC**, a Delaware limited liability company, or its successors or assigns, and Roberta Lieberman (“You” or “Resident”). (If more than one person is signing this Agreement, the terms “you” and “Resident” refer to each of you individually and to both of you together.)

Sonata Senior Living operates **Sonata Boca Raton** (the “Community”), located at **9591 Yamato Road, Boca Raton, FL 33434**. The Community is licensed as an Assisted Living Facility by the Florida Agency for Health Care Administration, (“AHCA”). The Community provides residency, care and services to qualified persons. The Community operates on a non-discriminatory basis and affords equal treatment and access to services to all eligible persons.

The purpose of this Agreement is to provide a statement of the services that will be furnished to you and the other legal obligations that we will assume. This Agreement also sets forth your legal obligations, both financial and non-financial.

Please note that as an assisted living facility, we encourage our residents to exercise independence and to participate in physical activities to the extent of their capabilities. Because of this, there are risks inherent to living in our Community that are similar to the risks associated with independent living, since our Community does not provide one-on-one or 24-hour nursing care. This includes the risk that falls and other personal injuries may occur from time to time.

### **I. SERVICES**

#### **A. Core Services**

We will provide you with the following Core Services, subject to the terms of this Agreement. These services are included in your Monthly Fee (as defined in Section II.B.2) unless otherwise indicated.

##### **1. Living Accommodations**

**a. Your apartment.** You have selected to live in an apartment at the Community (“your Apartment”). You may live in your Apartment on a month-to-month basis, subject to the terms of this Agreement and the general Community policies as set forth herein, in the House Rules, and the Resident Handbook as amended from time to time. A copy of the current House Rules is attached to, and made a part of this Agreement as **Appendix A**. The Resident Handbook is incorporated by reference into this Agreement.

**b. Utilities.** Your Apartment will be furnished with water, electricity, heat, air conditioning, internet and standard cable service. At this community, local telephone service IS  or IS NOT  included. An extra fee for long distance calls will be charged as listed in **Appendix B**. You will be responsible for all other utilities such as premium cable, which will be billed directly to you by the responsible companies. A telephone is available for use in the lobby.

**c. Furnishings.** You may furnish your Apartment with your own furniture. If you are unable to provide your own furniture or you choose not to provide it, we will provide you with furniture for an extra fee as listed in **Appendix B**. You are free to use your own furniture, minor electrical appliances, and special equipment (such as televisions and radios), provided that the size restrictions and safety standards of the Community are met. We reserve the right to limit the number and type of furnishings in your Apartment, if they present a safety hazard. Members of the staff of the Community must inspect and install all electrical appliances that you use in your Apartment. You or your estate will be responsible for removing all of your furnishings when your Apartment is vacated.

**d. Maintenance.** We will perform all necessary maintenance and repairs for your Apartment at our expense, except we may charge you for repairs related to damage for which you are responsible in accordance with Section II.F.2. (Terms and Obligations, Your Property Rights and obligations) of this Agreement.

**e. Alterations.** Any physical change to your Apartment requires the prior written approval of the Executive Director and shall be made at your own expense unless otherwise required by law. You or your estate will be responsible for restoring the original condition when your Apartment is vacated, unless we specifically exempt you from this requirement.

**f. Common Facilities.** You will be entitled to share the use of the common areas with all other residents of the Community.

**2. Laundry.** Sonata will provide <sup>1</sup>\_\_\_\_\_ load(s) of personal laundry service each week. We will launder bed and bath linens on a weekly basis or as needed. Comforters, blankets and additional laundry services as needed or requested are available for an extra fee, as listed in **Appendix B**.

**3. Housekeeping.** Sonata will provide weekly housekeeping services, which include vacuuming, dusting and bathroom cleaning. Additional housekeeping services as needed or requested are available for an extra fee, as listed in **Appendix B**.

**4. Personal Supplies.** Sonata assumes that you wish to provide your own supplies for personal care and hygiene. However, if you are unable to or choose not to provide such supplies we will provide you with basic personal items for an extra fee as listed in **Appendix B**.

## 5. Meals

**a. Dining Room.** Sonata will serve three (3) nutritionally balanced meals per day in the Community dining room. We will also make available between-meal snacks. These meals and snacks are included in your Monthly Fee. We will accommodate standard, no-added-salt and no-concentrated sugar diets at no additional cost. In addition, we may accommodate special diets prescribed by a health care practitioner as medically necessary and documented as such in the Resident Evaluation.

**b. Tray Service.** Sonata will provide tray service to your Apartment during a temporary illness, not to exceed three (3) consecutive days, at no extra charge. During other times, optional tray service will be provided to you at your request for an extra charge as listed in **Appendix B**.

**c. Guest Meals.** You may invite guests to any meal, but we request advance notice so that proper accommodations can be made. You will be charged an extra fee for guest meals as listed in **Appendix B**.

**6. Planned Activities.** Sonata will provide various social and recreational activities both at and away from the Community. We also will assist interested resident groups in planning additional activities. You are welcomed and encouraged to participate in such activities as you desire. There may be an extra charge for some of the activities, as listed in **Appendix B**.

**7. Transportation.** Sonata will provide scheduled transportation for shopping and for other errands and planned social events in and around the local area, at no extra charge. The staff at the Community also will arrange personal transportation for residents, including scheduled transportation to local medical and dental facilities within a specified radius for no additional charge, subject to availability. Transportation outside of the specified radius and special transportation requests will incur an extra fee as listed in **Appendix B**.

**8. Assistance with Access to Outside Services.** Sonata will assist you with arranging needed appointments with professionals offering medical, dental, and other health care services and with accessing and transferring to outside facilities and higher levels of care as needed and prescribed by your primary care physician. We also will assist you in accessing Community resources and recreational or social activities provided away from the Community.

**9. Automobile Parking and Operation.** As a condition of maintaining a car on the premises, you agree to provide us with evidence of a current driver's license, insurance and registration and agree to the provisions as set forth in the Resident Vehicle Policy which is attached as **Addendum V**. Cars must be parked in designated areas.

**10. Security, Emergency Response and Fire Protection.** Your Apartment will be equipped with an emergency call button, smoke detector and sprinkler system. In order to protect the residents, the outside doors are locked at night. All residents are encouraged to sign the resident logbook when both leaving and returning to the Community. When the staff at the Community determines that, in its judgment, an emergency situation exists, staff will call 911. You hereby authorize us to call emergency response agencies on your behalf and at your expense. Staff will endeavor to provide to the paramedics a copy of any advance health care directive that you provide.

**11. Observation and Consultation.** The staff of the Community will observe your health status to identify your dietary, social and health care needs and will provide you with consultations regarding social and health-related issues.

**B. Admission/ Discharge Criteria.**

You must meet the following minimum admission and retention criteria to reside at the Community:

1. Be at least eighteen (18) years of age.
2. Be free from signs and symptoms of a communicable disease which is likely to transmit to other residents or staff (except for persons with HIV may be admitted provided they would otherwise be eligible.)
3. Be able to perform the activities of daily living, with supervision or assistance if necessary.
4. Be able to transfer, with assistance if necessary.
5. Be capable of taking medication, by either self-administration, assistance with self-administration, or administration of medication.
6. Have dietary needs that can be met by the Community.
7. Not be a danger to yourself or others.
8. Not require licensed professional mental health treatment on a twenty-four (24) hour a day basis.
9. Not be bedridden.
10. Not have any stage 3 or 4 pressure sores or stage 2 that does not improve within 30 days.
11. Not require any of the following nursing services:

- a. Artificial airway management of any kind, except that of continuous positive airway pressure may be provided through the use of a CPAP or bi-pap machine;
- b. Assistance with tube feeding;
- c. Monitoring of blood gases;
- d. Management of post-surgical drainage tubes and wound vacuum devices;
- e. The administration of blood products in the facility;
- f. Treatment of a surgical incision, unless the surgical incision and the condition which caused it have been stabilized and a plan of care developed.

12. In addition to the nursing services listed above, residents admitted to facilities holding ONLY standard and/or limited mental health licenses may not require any of the following nursing services:

- a. Hemodialysis and peritoneal dialysis performed in the facility;
- b. Intravenous therapy performed in the facility
- c. Not required 24-hour nursing supervision
- d. Not required skilled rehabilitative services

13. A face to face medical examination: Pursuant to Section 429.26(4), F.S. Medical exam must be completed within 60 calendar days prior to the individual's admission to a Community OR completed after the resident's admission to the Community within 30 calendar days of the admission date. The examination must be recorded on AHCA Form 1823, Resident Health Assessment for Assisted Living Facilities, March 2017 by a licensed health care provider.

14. Have been determined to be appropriate for admission and continued residency by the Community's Executive Director, who shall base his/her decision on

- a. Compliance with House Rules as listed in **Appendix A**.
- b. The Community's residency criteria, services offered or arranged for by the Community to meet your needs.

15. A terminally ill resident who no longer meets the criteria for continued residency may continue to reside in the Community if the following conditions are met:

- a. The resident qualifies for and is admitted to and consents to the services offered by hospice.

b. Continued residency is agreeable to the resident, responsible party and Community

c. An interdisciplinary care plan is developed and implemented by a licensed hospice in consultation with the Resident and Community.

16. As part of the continued residency criteria a resident must have a face to face medical examination by a licensed health care provider at least every 3 years after the initial assessment or after a significant change, whichever comes first.

### **C. Personal Care Services.**

Sonata provides different levels of Personal Care Services depending on your needs, as set forth in **Appendix B**. Prior to your admission to the Community, the staff performed a comprehensive Resident Evaluation of your needs. We determined with you, in accordance with the results of the Resident Evaluation, the level of Personal Care Services that you need, and, if applicable, we determined the level of Personal Care Services needed by the second resident in your Apartment. Staff will reevaluate you regularly to determine the level of services that you need. If you are admitted to the hospital or other rehabilitation facility, the Community reserves the right to reevaluate you, prior to the re-admission process, to ensure the Community can properly care for you. You will receive the services appropriate to your individual needs, as described in your Resident Evaluation. The current fees for Personal Care Services are set forth in attached **Appendix B** or the Memory Care Amendment. These fees are subject to change in accordance with Section II.B.4 (Terms and Obligations, Adjustments to Fees or Services), below.

### **D. Limited Nursing Services.**

Sonata is able to provide "Limited Nursing Services" under the Limited Nursing Services (LNS) license. To provide these services in accordance with applicable state law and regulations, a written order must be provided and authorized by your health care provider.

1. The Community may provide the following nursing services to you, in accordance with a physician's order:

a. Passive range of motion exercise.

b. Applying ice caps or collars.

c. Applying heat.

d. Cutting toenails of diabetic residents or residents with a documented circulatory problem if the written approval of the resident's health care provider has been obtained.

e. Performing ear and eye irrigations.

- f. Conducting a urine dipstick test.
- g. Replacement of an established self-maintained indwelling urinary catheter, or performance of intermittent urinary catheterizations.
- h. Applying and changing routine dressings that do not require packing or irrigation, but are for abrasions, skin tears and closed surgical wounds.
- i. Care for stage 2 pressure sores.
- j. Caring for casts, braces and splints. (Care for head braces, such as a halo is not permitted.)
- k. Conduct nursing assessments if conducted by a registered nurse or under the direct supervision of a registered nurse.
- l. For hospice patients, providing any nursing services permitted within the scope of the nurse's license including 24-hour nursing supervision.
- m. Assisting, applying, caring for and monitoring the application of anti-embolism stockings or hosiery as prescribed by a health care provider and in accordance with the manufacturers' guidelines.
- n. Administration and regulation of portable oxygen.
- o. Applying, caring for and monitoring a transcutaneous electric nerve stimulator (TENS).
- p. Catheter, colostomy, ileostomy care and maintenance.

**2. Fees for Limited Nursing Services.** The fees for Personal Care Services and Optional Services listed in **Appendix B** shall continue to be applicable to you. In addition, you are responsible for an additional monthly fee specific to your receipt of Limited Nursing Services as set forth below. If your need for Limited Nursing Services changes, the new rate will apply immediately.

**E. Optional Services.**

Sonata will make available several optional services at an extra charge, to be billed on a monthly basis. The current fees for optional services at the Community are set forth in **Appendix B**. These fees are subject to change as set forth in Section II.B.4 below. We may offer other optional services in the future at our sole discretion.

**F. Excluded Health-Related Services.**

Sonata shall not be responsible for furnishing or paying for any health care items or services not expressly included in this Agreement, including but not limited to home health, hospice,

physicians' services, nursing services, surgery, hospital care, treatment or examination of eyes or teeth, medications, vitamins, eyeglasses, contact lenses, hearing aids, orthopedic appliances, medical supplies, prosthetic devices, laboratory tests and x-ray services.

### **G. Third Party Providers.**

If you require home health agency personnel or hospice or other outside assistance, we will assist you in accessing these services as well. For any services provided to you at the Community you must abide by the Community's policies for such third-party providers. These policies provide that you may utilize home health agencies or other providers of your choice provided that such agencies or providers abide by the rules and regulations set forth in the Home Health Agency / Private Duty Policy, **Addendum V**, and that we may exclude providers that do not comply. Please note that while we will provide observation as described elsewhere in this Agreement, we do not monitor the services of third party providers. You shall be solely responsible for the cost of all services of your private duty personnel, which they will bill directly to you. You shall not directly or indirectly engage the services of a current or past Community employee, unless expressly approved by the Executive Director of the Community.

## **II. TERMS AND OBLIGATIONS**

**A. Term of Agreement.** The term of this Agreement shall be month-to-month, unless and until it is terminated as set forth in this Agreement in Section II.E below.

### **B. Fees**

**1. Community Fee.** At the time that you sign this Agreement, you will pay a one-time, non-refundable Community Fee in the amount set forth in **Appendix C**. The Community Fee is used to help defray the costs associated with evaluating you, reviewing your application and physician's report, admitting and orienting you to the Community and preparing your Apartment for occupancy. The Community Fee is not a security deposit and is not refundable.

**2. Monthly Fee.** You shall pay a monthly fee ("Monthly Fee") for Core Services and Personal Care Services, if applicable (including a second person fee, if applicable), as set forth in **Appendix C**. Your Monthly Fee is payable in advance by the first (1st) day of each calendar month, by check or money order mailed to the Community or delivered to the business office. You may also enroll in ACH and have your account debited by the fourth (4th) day of the month. You understand that your right to occupy and use your Apartment and to receive services at the Community is contingent upon your timely payment of your Monthly Fee and all other applicable charges and fees under this Agreement. If an Apartment that is "jointly occupied" under this Agreement (as set forth

in Section II.E.8) reverts to single occupancy, the remaining resident shall pay his or her Monthly Fee based on the Monthly Fee for Resident One and the Monthly Fee for the appropriate Personal Care Services for that remaining resident.

**3. Optional Services.** The current charges for all optional services are attached to this Agreement as **Appendix B-II**. The payment procedures for fees for optional services will be the same as for your Monthly Fee. If we levy additional charges for any services, supplies, or accommodations that are not described in this Agreement, you and Sonata agree to execute an addendum to this Agreement which reflects such additional services, supplies or accommodations and the applicable charges.

**4. Adjustment to Fees or Services.** We may change your Monthly Fee for Core Services and for Personal Care Services and any fees for optional services upon thirty (30) days' written notice to you. A new service not previously provided will be charged immediately without a 30 day notice. However, if your level of care changes, the fee for the new level of Personal Care Services as set forth in **Appendix B-I** or the Memory Care Amendment applies immediately as described in Section II.C below.

**5. Failure to Make Payments.** You will be required to make all payments due to us in a timely manner and otherwise to take care of your financial obligations. We shall charge you a late fee as identified in **Appendix B** for any payment made after the fifth (5th) day of each month. In addition, we will charge you interest on all delinquent amounts at the lesser of eighteen percent (18%) per year or the maximum amount allowed by law beginning thirty (30) days after the payments become due. If you fail to pay your Monthly Fee or other fees by the tenth (10th) day of any calendar month, we may terminate this Agreement upon forty-five (45) days' written notice to you.

**6. Absences.** If you are absent from the Community for medical reasons for more than fourteen (14) consecutive days, you will receive a credit toward your Fee for Personal Care Services (see Section II.B.2). The credit will begin on the fifteenth (15th) day of your absence and will be in an amount determined by us in our sole discretion. You will not receive any other credit toward your Monthly Fee or other fees, and you will be required to pay the balance of your Monthly Fee unless you have given notice of your termination under Section II.E.1 below.

**7. Bed Hold Policy.** If you are transferred to a nursing facility, hospital, psychiatric facility, or other outside health care facility, and we agree to reserve your Apartment for you during your stay, you will be required to pay the then current Monthly Fee during your stay at the outside facility. Your Agreement will remain in effect during the bed hold period until such time that you or your representative provides us with written notice of your intent to terminate the bed hold. If the termination of your bed hold is due to a change in status that would prevent you from returning to the Community, this Agreement shall terminate upon the date that we receive written notice of this change of status and your Apartment is vacated and cleared of all personal belongings (see Section

II.E.4), whichever occurs later. Until such time, you will continue to be responsible for paying the then current monthly core rental rate. If you or your representative terminates the bed hold for any other reason, and you do not return to the Community, this Agreement shall terminate the later of thirty (30) days from the notice of termination or the date your Apartment is vacated and cleared of all personal belongings.

**8. Payment.** If this Agreement is signed by a representative on your behalf, you and the representative shall be jointly and severally obligated to the Community for payment of any fees or costs owing by you pursuant to this Agreement. The Community reserves the right to charge you, or your representative if not paid by you, for such fees and costs.

### **C. Change of Service Plan and Level of Personal Care Services.**

You will participate in your designated service package as long as it is conducive to your safety and well-being, the safety and well-being of other residents, and applicable legal requirements. We will perform regular evaluations of your needs. If we determine, in consultation with you, your family and/or your physician, that you need a different level of Personal Care Services than that which you are currently receiving, and the Community provides this service, you will receive notice of our determination. You further agree that upon the date of notice to you, the level of Personal Care Services, as set forth in a revised **Appendix B**, shall apply immediately.

### **D. Transfers from Your Apartment**

**1. Transfer for More Appropriate Care.** The Community is licensed as an assisted living facility, and is not designed to provide higher levels of care, such as nursing or care for mental or emotional disorders. You may remain in your Apartment as long as doing so is conducive to your safety and well-being, the safety and well-being of the other residents at the Community, and applicable legal requirements. If we determine, in consultation with you, your family and/or your physician, that you are unable to remain in your Apartment consistent with these requirements, you will be asked to move from the Community and will be given forty-five (45) days written notice to do so, unless your continued residence in the Apartment presents an imminent danger to your health, safety, or welfare or a substantial probability exists that death or serious physical harm would result to you if we allowed you to remain in the Apartment, in which event we may terminate this Agreement immediately and seek to relocate you. If you do not move out under the circumstances where an imminent threat to your safety is not involved, and we determine that it is necessary to provide you with one-on-one care in order to protect your health or safety or the health or safety of others, (i) we will provide such care and you will be charged for it in accordance with **Appendix B** or (ii) we will elect to terminate the Agreement in accordance with Section II.E.2(b) hereof.

**2. Substitution of Apartment.** Sonata may need to substitute your Apartment with another apartment to comply with any law or lawful order of any authorized public

official, or for any other reasonable purpose, as determined by the Executive Director. If this occurs, we shall make every reasonable effort to substitute your Apartment with a reasonably comparable apartment. A request by you for an apartment substitution will be granted at our discretion. If you move to an apartment that has a higher Monthly Fee than your Apartment, you will be responsible for the difference in fees. Similarly, if you move to an apartment with a lower Monthly Fee, the difference in fees will be credited towards your next month's statement. If you move pursuant to your own request, you will be responsible for all costs associated with the move.

**3. Evacuation of the Community.** Sonata maintains a formal evacuation plan for residents in the event of a natural disaster or other events. If residents are required to evacuate the Community, residents shall be transported to an appropriate location. The cost of such transportation services will be the shared responsibility of the residents. During such time you shall continue to pay your Monthly Fee and to the extent reasonably practicable, we will continue to furnish you with the services that we have agreed to provide to you under this Agreement or, in our reasonable discretion, services that we deem to be comparable and financially feasible. You will be responsible for paying the difference between the cost of the services that you receive while away from the Community and your Monthly Fee. We will return residents to the Community when it is safe to do so.

## **E. Termination**

**1. Termination by a Resident.** You may terminate this Agreement at any time, with or without cause, by giving the Executive Director thirty (30) days' prior written notice. You need not cite a specific reason for the termination. You will continue to be responsible for your full Monthly Fee until the thirty (30) day notice period has expired or you have vacated your Apartment, whichever occurs later (see Section II.E.4 below). In the event of your discharge due to medical reasons (or death), this Agreement will terminate on the date your Apartment is vacated and cleared of all personal belongings.

### **2. Termination by Sonata.**

a. Sonata may terminate this Agreement, with or without cause, upon a forty-five (45) days' written notice to you. It is our option to terminate this Agreement if any of the following events occurs:

- (i) Nonpayment of any fees owing to us within ten (10) days of the due date.
- (ii) You breach any representation, covenant, agreement, or obligation under this Resident Agreement.
- (iii) Your failure to comply with federal, State or local law after receiving written notice of the alleged violation.
- (iv) Your failure to comply with the general policies of the Community (These policies are in the House Rules and in the Resident Handbook).

- (v) If after admission, it is determined that you have a need not previously identified and the Community cannot appropriately meet your need; or
- (vi) The use of the Community is changed.

**b. Upon Less than Forty-Five (45) Days' Notice.** In addition, Sonata may terminate this Agreement with less than forty-five (45) days' notice under the following circumstances:

- (i) If for medical reasons, you are certified by a physician to require an emergency relocation to a facility providing a more skilled level of care; or
- (ii) You are engaging in a pattern of conduct that is harmful or offensive to other residents; or
- (iii) A medical review team designated by the Agency for Health Care Administration determines that your continued residence at the Community presents an imminent danger to your health, safety, or welfare, or a substantial probability exists that death or serious physical harm would result to you if allowed to remain at the Community.

**c. Reassessment and Termination.** Please note that the following conditions, among others, may lead to a reassessment and a termination of your residency in accordance with Section II.E.2.a, 2.b. or 2.c. above. Termination will occur if:

- (i) You do not meet the requirements for residency established by state law and the Department of Elder Affairs regulations and set forth in Section I.B. herein.
- (ii) You are not elderly and have needs in conflict with other residents or the programs of services offered, or require more care and supervision than other residents.
- (iii) You have a primary need for care and supervision that results from dementia or a mental disorder resulting in ongoing behavior which would upset the general resident group, would require a greater amount of care and supervision than other residents within the assisted living unit, if your condition changes so that you are considered a wandering risk, if you are unable to respond to verbal instructions in an emergency or if you cannot generally benefit from the program of services available at the Community. An assessment will be made to determine if you are appropriate for transfer to Serenades, Sonata's secured memory care community. If you meet admission requirements and an apartment is available, you will be immediately transferred. A refusal to transfer or unavailability of a Serenades apartment may lead to a termination of your residency in accordance with Section II.E.2.a, 2.b. or 2.c. above.
- (iv) You refuse to accept services required in order for us to meet your needs.
- (v) You have health care needs that cannot be met at the Community for reasons such as licensure, design or staffing.

(vi) Your personal physician has determined that you require services not available at the Community.

**3. Death/Discharge Due to Medical Reasons.** Following your death or discharge due to medical reasons, this Agreement shall terminate upon the date that your Apartment is vacated (see Section II.E.4 below), after which, you will not incur any additional charges under this Agreement. You or your estate will receive a refund of any unused portion of your Monthly Fee within forty-five (45) days of your death or discharge for medical reasons. In the event your Apartment is jointly occupied, upon the death or discharge of one resident for medical reasons, this Agreement shall continue with respect to the remaining resident.

**4. Vacating Apartment.** Upon termination of this Agreement, you or your estate shall vacate and remove all of your property from your Apartment. You or your estate shall remain liable for your Monthly Fee until the later of (i) the date on which this Agreement terminates; or (ii) the date on which your Apartment is vacated and all of your property is removed.

**5. Refund.** Following this Agreement's termination, we shall pay you or your estate a refund equal to any unused pro rata portion of your final Monthly Fee (i.e., prorated based on the daily rate for any unused portion of the final Monthly Fee as of termination), minus the following: (i) the amount of any unpaid Monthly Fees, fees for optional services, or other charges that you owe us under this Agreement; (ii) the costs of repairing any of our property that was damaged by you or your visitors, excluding normal wear and tear; and (iii) any expense incurred by us to remove and/or store any of your property that was not yet removed when you vacated your Apartment. For purposes of this Agreement, the termination date shall be the date the Apartment is vacated by you and cleared of all your personal belongings. If the amount of belongings does not preclude renting the Apartment, we may clear the Apartment and charge you or your estate for moving and storing the items at a rate equal to the actual cost to the Community, not to exceed twenty percent (20%) of the Monthly Fees due for the Apartment. If we have any claim against any portion of the refund due, you or your estate will be notified in writing and will have fourteen (14) calendar days to respond to such claim. If the amount you owe to us exceeds the sum of your final Monthly Fee, we will bill you or your estate for the difference. You or your estate will receive any refund that is due within forty-five (45) days following the date of your discharge, transfer or death. If Sonata stops operating the Community as an assisted living facility, any refund owed to you shall be paid within ten (10) days of the date that Sonata terminates such operations.

**6. Payment of Refund Upon Your Death.** In the event of your death, Sonata shall pay all refunds to your personal representative, if one has been appointed at the time the funds

are disbursed. If no personal representative has been appointed, refunds shall be paid to your spouse or the adult next-of-kin designated on the Beneficiary Designation attached as **Appendix D**. If such individuals cannot be located, the refund shall be placed in an interest-bearing account until such time as the funds can be disbursed pursuant to the Florida Probate Code. These funds shall be kept separate from any funds or property owned by Sonata or by other residents. If the funds are not disbursed pursuant to relevant provisions of the Florida Probate Code within two (2) years of your death, the funds shall be deposited in the Health Care Trust Fund administered by the Florida Agency for Health Care Administration.

**7. Survival After Termination.** Sections II.E.4, E.5 and E.6 shall survive the termination of this Agreement. This means that you or your estate will still have to meet any outstanding financial obligations to us, as outlined in these Sections, even if this Resident Agreement is no longer in effect.

**8. Joint Occupancy.** If two of you have entered into this Agreement to receive residency, care and services at the Community and one of you permanently vacates your Apartment, this Agreement shall continue in full force and effect with respect to the remaining resident, who shall then pay the Monthly Fees as set forth in Section II.B. No refund shall be paid until the termination of this Agreement with respect to the remaining resident.

**9. Roommates.** In contrast to "joint occupants" who have entered this Agreement together (see Section II.E.8, above), some residents may choose to share an apartment with a roommate who has entered into a separate agreement with us (if that option is available at the Community). While we make every effort to find compatible roommates and to introduce roommates prior to move-in, this may not always be possible. We reserve the right to designate which residents move into which apartments and to transfer residents to different apartments for reasonable management, or other purposes. If your roommate moves from the shared apartment and you opt not to transfer to another apartment, you will be responsible for your Monthly Fee and your roommate's Monthly Fee for Core Services for the shared apartment. When sharing an apartment, you agree to leave adequate space available for another resident's belongings and to use only those furnishings designated for your use. You also agree to allow us to enter the apartment at reasonable times, with advance notice, in order to show it to a prospective roommate. If you request to move from your shared apartment, we will attempt to accommodate your request as soon as practicable, once another appropriate apartment becomes available.

## **F. Your Property Rights and Obligations**

**1. No Management or Property Interest.** This Agreement shall give you no property right or management interest, or security interest in the Community, in us or any of our assets. In addition, you shall have no right to any of the Community's personal property,

including furnishings and fixtures in your Apartment or in the common areas of the Community.

**2. Maintenance of and Damage to Your Apartment.** You agree to maintain your Apartment in a clean, sanitary, and orderly condition. You shall be responsible for any loss or damage that you or your guests cause to your Apartment or other property of the Community, or to other residents and their property, unless due to ordinary wear and tear.

**3. Responsibility for Your Property.** You are responsible for securing your Apartment. We shall not be responsible for the damage or the loss of any personal property belonging to you due to theft, fire, or any other cause, unless the loss or damage was caused by our negligence or that of our employees. We strongly recommend that you obtain, at your own expense, insurance for the replacement value of your personal property, at adequate coverage and liability limits. We recommend that you and your representatives carefully review our Theft and Loss Prevention Program attached as **Addendum III** and note the limitations on our liability in the event of theft or loss of your property.

**4. Removal and Storage.** As described in Section II.E.5 above, we shall be entitled to remove promptly and store all property from your Apartment, at your expense not to exceed twenty percent (20%) of your Monthly Fee, when you permanently vacate your Apartment. We shall give you or your estate fourteen (14) days' written notice of such removal. If your property is not claimed within forty-five (45) days following the date of our notice to you or your estate, we may dispose of your property.

## **G. Miscellaneous**

**1. Right of Entry.** All apartments at the Community are licensed by the Agency for Health Care Administration (AHCA) under the Assisted Living Facilities Act. You agree that any duly authorized employee or agent of the AHCA, or any other authorized government official, shall be entitled to enter and inspect your Apartment and any of your records that are on file at the Community. You also agree that we shall be entitled to enter your Apartment as necessary for management, housekeeping, emergency, or any other reasonable purpose. Therefore, additional locks are not permitted on the entrance door of your Apartment.

**2. House Rules and Resident Handbook.** You agree to abide by the general policies of the Community contained in the House Rules and Resident Handbook, as they now exist or as they may later be amended in our discretion. You understand that your failure to abide by such general policies may result in termination of this Agreement. By signing this Agreement you acknowledge that you have received a copy of and have reviewed the general policies of the Community contained in the House Rules and herein.

**3. Resident's Rights.** Consistent with Florida law, you shall have the rights set forth in the statement of Resident's Bill of Rights, which is attached as **Appendix E** and made part of this Agreement.

**4. Visits and Communication.** We encourage family visits and communication. Visitors are welcome at any time provided that they respect the rights of other residents and staff, and abide by the Guest Policy, which is attached as **Addendum I**, including any limitations on the length of stay or frequency of visits. Before any visitor stays in your Apartment overnight, you must notify the Executive Director in writing. All visitors must sign in and out at the Concierge's Desk when entering or leaving the Community. You will be responsible for assuring that your guests abide by the guest policy and are not disruptive. Your guests may be denied access to the Community and your residency may be terminated if they fail to observe the rules.

**5. Medication Policy.** All residents, whether they self-administer or participate in our medication program, are required to comply with the Medication Policy which is attached as **Appendix F** and is part of this Agreement. Residents may also seek assistance with the administration of medications from the Community's staff by signing the Request for Informed Consent to Assistance with Medication by Unlicensed Personnel which is attached as **Appendix G**.

**6. Pets.** You are permitted to have a pet at the Community provided that you obtain the prior approval of the Executive Director, enter into a separate Pet Agreement with us, and abide by the rules set forth in **Addendum V** and is considered part of this Agreement. In addition, you will be required to pay a one-time Pet Fee as identified in **Appendix B** and complete a Pet Registration form.

**7. Motorized Carts.** You may operate a motorized cart at the Community, provided that you adhere to the Community's Motorized Cart Policy which is attached as **Addendum V**. You agree to operate your motorized cart in a safe manner. You may be responsible for any damage or accidents that result from your operation of the motorized cart. We strongly recommend that you obtain, at your own expense, insurance for the operation of the motorized cart, at adequate coverage and liability limits. In addition, you will be required to pay a one-time Scooter/Motorized Cart Fee as identified in **Appendix B**.

**8. Smoking.** To be in compliance with city codes, if applicable, and to encourage healthy lifestyles, smoking is not permitted inside the Community. Smoking will be limited to designated exterior locations. Residents who smoke must comply with the Smoking Policy which is attached as **Addendum V**.

**9. No Religious Affiliation.** Neither this Community nor Sonata Senior Living is affiliated with any religious organization.

**10. Personal and Financial Affairs.** You agree to designate a person to manage your personal and financial affairs if you become incapacitated, and to notify us of such

designee. If you do not designate such person or your designee is unavailable, you understand that a court may name a guardian upon application of any interested party (including us), subject to all bonds, accounting, and other legal requirements. Neither Sonata Senior Living nor any of our employees or agents may be your guardian, agent under power of attorney, or act as a witness on legal documents.

**11. Advance Health Care Directive; DNR Policy.** We recommend that you prepare and execute an advance health care directive appointing an agent to make health care decisions for you if you become unable to make these decisions. We encourage you and your agents and representatives to review our Do Not Resuscitate Order Policy attached as **Addendum II**. Our DNR Policy may change from time to time based upon rules adopted by AHCA. In the event we change our DNR Policy, we will notify you in writing of such change which shall become effective in accordance with Section II.G.17 below.

**12. Release of Information.** By signing the Authorization, Consent and Release attached as **Appendix H**, you authorize us to release necessary health-related information in accordance with applicable law and Community policies, as may be necessary, from resident records that we compile during your residency at the Community. This information may be released in connection with your treatment, including emergency treatment, your transfer to or from the Community, or for third party billing purposes.

**13. Other Residents.** You shall have no right to object or to determine the admission, terms of admission, placement or termination of any other resident or non-resident participating in the Community's programs. We may enter into agreements with other residents that contain terms different from those contained in this Agreement. Despite such differences, this Agreement alone sets forth your rights and obligations with respect to your care and residence at the Community.

**14. Grievances.** If you have a grievance or complaint regarding the Community you may contact the Executive Director or the Community's corporate office at (407) 286-6490 or [www.sonatahc.com](http://www.sonatahc.com). The Grievance Policy and Procedure is attached as **Addendum IV** and available in the administration office. In addition, you have the right to contact the Florida Department of Elder Affairs, Agency for Health Care Administration or Long-Term Care Ombudsman.

**15. Additional Disclosures and Consents.** As a condition of your acceptance for residency at the Community, you, your personal representatives and family members, as applicable, have reviewed, acknowledged and signed the Assisted Living Risks Disclosure & Consents - **Appendix I**.

**16. Accuracy of Documents.** As a condition of your acceptance for residency at the Community, you have submitted a physician's report and a pre-placement assessment has been completed by Sonata Senior Living, both of which are incorporated by reference

into this Agreement and made an express part of it. You warrant that all information contained in these documents is true and correct, and you understand that we have relied on this information in accepting you for residency at the Community. Any misrepresentation or omission made by you or on your behalf, whether written or verbal, shall be grounds for your termination of this Agreement under Section II.E.2.a. (Terms and Obligations, Termination by Sonata) above.

**17. Notices.** All notices given under this Agreement shall be in writing and shall be addressed to the Executive Director at the Community or to you or your legal representative at your Apartment or at such other addresses you have designated in writing. Such notices shall be effective when personally delivered or three days after deposit in the United States mail, first class postage prepaid.

**18. Amendment.** This Agreement, (together with the referenced appendices) may be changed only by a written amendment signed by you and/or your legal representative and by an authorized representative of the Community. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall remain valid and enforceable, unless the context requires otherwise.

**19. Waiver and Severability.** Our failure in any instance or instances to insist upon your strict performance or observation of or compliance with, any of the terms or provisions of this Agreement, shall not be construed to be a waiver or relinquishment of our right to insist upon your strict compliance with all of the terms and provisions of this Agreement. In addition, our acceptance of any payment from you after your breach of any term of this Agreement or after providing you with a notice of termination based on a reassessment as described in Section II.E.2 above, shall not constitute a waiver of our right to insist upon full performance of all terms of this Agreement, nor shall it waive our right to terminate this Agreement for any breach previously committed or to terminate in accordance with Section II.E.2. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

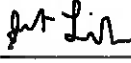
**20. Assignment.** We reserve the right to assign this Agreement to any successor-in-interest selected by us. You may not transfer or assign this Agreement to any successor-in-interest selected by you. You may not transfer or assign your rights under this Agreement to receive care, services, amenities and accommodations at the Community to any other individual or entity.

**21. Governing Law.** This Agreement shall be governed by Florida law. By signing below, you acknowledge that you have read and understand this Agreement, including its exhibits and attachments, and you agree to abide by their terms. You also acknowledge that you have been given the opportunity to consult with legal counsel or any other advisors of your choosing prior to signing this Agreement.

This AGREEMENT shall be effective as of July 31, 2021.

**RESIDENT(s)**

Resident #1 Name (printed): Scott Lieberman

Resident's Signature:  Date: Jul 29, 2021

Resident #2 Name (printed): \_\_\_\_\_

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**REPRESENTATIVE(s)** I understand and agree to all the terms contained in this Agreement including the following Appendices and Addendums:

Check all that apply: [ ] Responsible Party [ ] Conservator [ ] Power of Attorney

Representative Name (printed): \_\_\_\_\_

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

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**COMMUNITY:**

Executive Director Name (printed): Stephanie Graham

Signature:  Date: Jul 29, 2021  
Stephanie Graham (Jul 29, 2021 13:20 EDT)

NOT A CERTIFIED COPY

## **APPENDIX A: HOUSE RULES**

The following "House Rules" apply to all residents (and family members and visitors, where applicable), of the Community:

1. It is the policy of the Community not to accept for admission or retain: (1) persons whose behaviors is threatening or dangerous to self or others, or destructive or disrespectful of others' property, (2) persons who routinely require more than two-person assist to transfer, (3) persons requiring more services than the Community can provide, (4) persons whose needs or behavior do not fit in with that of other residents, (5) persons who will not follow House Rules, or policies (6) persons needing acute medical or psychiatric hospitalization, and (7) persons who do not meet the Admission/Discharge criteria as set forth in Section I.B of this agreement.
2. Residents may leave the Community at will, but must inform the Concierge or reception desk of his/her destination and time expected back, and then must sign out and in on the "Community Sign Out & In Sheet". It is the Community's policy to call the police department and file a missing person's report if the resident cannot be found and we have not been informed that he/she would be leaving the Community.
3. Residents must be neat and clean at all times for their own health, comfort and sanitation. Residents must have a complete shower or bath at least once a week; hair should be washed at least once a week. Residents shall be appropriately dressed in public areas within the Community.
4. Food in the resident's apartment should be kept in sealed container(s). All refrigerators, microwaves, stoves, cupboards, etc., must be kept clean. Residents may not bring food out of the dining room without permission from the Executive Director.
5. All residents must eat their meals in the dining room, unless sick or absent from the Community. Meal times are posted in the Community and noted on the weekly menu. Snacks are available between meals. Residents not planning to eat a meal should notify the Concierge desk. Community provides a nutritious and diverse menu and alternates are available upon proper notification. Residents are not allowed in the cooking or pantry area.
6. Residents are prohibited from excessive drinking of alcoholic beverages. Residents are prohibited from using or possessing illegal drugs or harmful substances.
7. No type of weapon, including guns and knives shall be allowed in the Community.
8. Residents should behave at all times, in a proper and respectful manner toward each other and staff. No verbal or physical abuse shall be tolerated by the resident, resident's family member(s) and/or guest(s); if at any time the aforementioned become violent, abusive or

destructive for whatever reason, immediate action shall be taken to ensure the health and safety of the other residents and staff.

9. The privacy of the resident is of great importance to the Community. No resident is permitted to enter another resident's room or touch anything that belongs to another, unless granted permission.

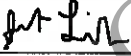
10. The operation of televisions, radios, computers and other similar equipment must be done in such a manner that the rights of others will be respected. Volume is to be kept at a low setting after 9:00 p.m. and before 8:00 a.m.

11. If a resident keeps household products (i.e. cleaning products with toxic warning labels) they must be inaccessible to other residents.

12. Sonata Senior Living does not advocate the use of bean bag chairs, geri chairs, Hoyer/mechanical lifts, merry walkers, canes, lap tray/buddies, raised toilet seats, bedside commodes, or bed side rails. These are prohibited devices unless prior approval is obtained. Contact the Executive Director or Wellness Director regarding the approval process. Items must be approved in writing before they will be allowed in the community and some items will not receive approval due to regulations and/or safety concerns.

I certify that I have read and understand the Resident Agreement, policies and procedures, and House Rules. I understand that failure to comply with these criteria may result in eviction. I further understand that the Community may amend these rules from time to time in its discretion.

Resident #1 Name (printed): Scott Lieberman

Resident's Signature:  Date: Jul 29, 2021

Resident #2 Name (printed): \_\_\_\_\_

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Representative Name (printed): \_\_\_\_\_

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

Executive Director Name (printed): Stephanie Graham

Signature:  Date: Jul 29, 2021  
Stephanie Graham (Jul 29, 2021 13:20 EDT)

## APPENDIX B: FEES FOR PERSONAL CARE SERVICES AND OPTIONAL SERVICES

### I. Level of Personal Care Services Charges and Descriptions

The Community may change these fees upon thirty (30) days' written notice to you, however, if your Level of Personal Care Services increases or decreases, the new rate will apply immediately. Initial and on-going evaluations of the resident's physical and mental status will be performed in order to determine the appropriate Level of Personal Care Services for that resident. The level of care of each resident will be determined by his/her score on the Resident's Evaluation. Multiple levels of care are provided to appropriately charge for actual services provided. Fees for the different levels of care are as follows:

Level One:	0-10 Points	Included in Rent
Level Two:	11-25 Points	\$ 300 per month
Level Three:	26-40 Points	\$ 600 per month
Level Four:	41-55 Points	\$ 900 per month
Level Five	55+ Points	\$1200 per month
Limited Nursing Services:		\$ 25 per service
Two Person Assist:		\$ 500 per month
Assistance with Eating:		\$ 500 per month

### II. Optional Services

In addition to your monthly Core Services and/or Level of Personal Care Services, the following services and/or products are also available at an additional cost as described below. A new service not previously provided will be charged immediately without a (30) day notice.

❖	Additional Resident Care (if applicable)	\$ n/a
❖	Additional Housekeeping	\$ 25.00 per occurrence
❖	Ala Carte Care Fees	\$ 25 per 15 minutes
❖	Care/Incontinent Supplies	\$ cost plus 20%
❖	Catering	\$ per person
❖	Copies	\$ .10 per copy
❖	Escorts	\$ 25 per hour
❖	Transportation (if greater than 12 miles)	\$ 65 per trip
❖	Guest Meals	\$ 6 -\$10 per meal
❖	Guest Meals- Holiday	\$ 18-\$20
❖	Late Monthly Fee Payment	\$ 150 each month
❖	Maintenance Services	\$ 25 per 30 minutes
❖	Non-preferred RX Packaging	\$ 150
❖	Notary (if available)	\$ 5
❖	NSF (non- sufficient funds/return check)	\$ 100 each occurrence

❖ Personal Shopping	\$ 25 per hour
❖ Room Service	\$ 5 per meal
❖ Scooter/Motorized Cart Fee	\$ 500 one- time fee
❖ Spa/Beauty Services	See Salon Provider's Rate Sheet
❖ Special Laundry Services	\$ 7 per load
❖ Pet Fee	\$ 250 one-time fee
❖ Second Person Fee	\$ Per Current Rates
❖ Special Activities/Trips	Cost of activity/trip

Resident #1 Name (printed): Scott Lieberman

Resident's Signature:  Date: Jul 29, 2021

Resident #2 Name (printed): \_\_\_\_\_

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Representative Name (printed): \_\_\_\_\_

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

Executive Director Name (printed): Stephanie Graham

Signature:   
Stephanie Graham (Jul 29, 2021 13:20 EDT) Date: Jul 29, 2021

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**APPENDIX C: MONTHLY FEE SCHEDULE**

(Note: We may change the Monthly Fee Schedule upon thirty (30) days' written notice to you, however, if your Level of Personal Care Services increases or decreases, the new rate will apply immediately.)

Resident(s) Name: Roberta Lieberman

Effective Date: 7/31/2021 Apartment Number: 1109

<b>COMMUNITY FEE</b>	Total Community Fee Due:	\$ <u>0.00/waived</u>
	Less Deposit/Community Fee Paid:	\$ <u>0.00</u>
	<b>Community Fee Balance Due:</b>	\$ <u>0.00</u>

<b>MONTHLY CORE SERVICES</b>	Apartment Rent:	\$ <u>3450.00</u>
	Second Person Fee:	\$ <u>n/a</u>

<b>PERSONAL CARE SERVICES</b>	Level of Care:	\$ <u>1200.00</u>
*See Amendment	Level of Care for	\$ <u>n/a</u>
	Second Person:	
	<b>Monthly Charges Total:</b>	\$ <u>4650.00</u>

<b>OPTIONAL SERVICE FEES</b>	Fee Name: <u>n/a</u>	\$ <u>n/a</u>
	Fee Name: <u>n/a</u>	\$ <u>n/a</u>

By signing below, I agree to pay the fees for Monthly Rent and Personal Care Services at Sonata Senior Living and understand that the Personal Care Service fees may change based on an increase or decrease in Level of Care at which time the new rate for these Personal Care Services will be applied.

Resident #1 Name (printed): Scott Lieberman

Resident's Signature: [Signature] Date: Jul 29, 2021

Resident #2 Name (printed): \_\_\_\_\_

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Representative Name (printed): \_\_\_\_\_

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

Executive Director Name (printed): Stephanie Graham

Signature: [Signature] Date: Jul 29, 2021

**APPENDIX D: SONATA SENIOR LIVING BENEFICIARY DESIGNATION**

Under Florida law, in the event of the death of a Resident, Sonata Senior Living must return all refunds, funds, and property to be held in trust to a resident's personal representative, if one has been appointed at the time Sonata disburses such funds. If no personal representative has been appointed, Sonata Senior Living is to return all refunds, funds, and property to a resident's spouse or adult next of kin named in this Beneficiary Designation Form, which Sonata is required to provide to you Florida Statutes, §429.27(7).

I, Roberta Lieberman, hereby designate

Scott lieberman

*(Name and relationship of designee)*  
2242 n lakewood ave

*(Address of designee)*  
Chicago Ill

*(City, State & Zip code of designee)*  
3129252225

*(Phone number of designee)*

to be my beneficiary in the event I die and no personal representative has been appointed. I understand and authorize Sonata Senior Living to return all refunds, funds, and property to the beneficiary named above if no personal representative has been appointed.

Resident #1 Name (printed): Scott Lieberman

Resident's Signature: [Signature] Date: Jul 29, 2021

Resident #2 Name (printed): \_\_\_\_\_

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Representative Name (printed): \_\_\_\_\_

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

Executive Director Name (printed): Stephanie Graham

Signature: [Signature] Date: Jul 29, 2021

## **APPENDIX E: RESIDENT BILL OF RIGHTS ASSISTED LIVING FACILITIES**

Explanation: Pursuant to Florida Statute Section 429.28, no resident of a facility shall be deprived of any civil or legal rights, benefits, or privileges guaranteed by law, the Constitution of the State of Florida, or the Constitution of the United States as a resident of a facility. Every resident of a facility shall have the right to:

1. Live in a safe and decent living environment, free from abuse and neglect.
2. Be treated with consideration and respect and with due recognition of personal dignity, individuality, and the need for privacy.
3. Retain and use his or her own clothes and other personal property in his or her immediate living quarters, so as to maintain individuality and personal dignity, except when the facility can demonstrate that such would be unsafe, impractical, or an infringement upon the rights of other residents.
4. Unrestricted private communication, including receiving and sending unopened correspondence, access to telephone, and visiting with any person of his or her choice, at any time between the hours of 9 a.m. and 9 p.m. at a minimum. Upon request, the facility shall make provisions to extend visiting hours for caregivers and out-of-town guests, and in other similar situations.
5. Freedom to participate in and benefit from Community services and activities and to pursue the highest possible level of independence, autonomy, and interaction within the Community.
6. Manage his or her financial affairs unless the resident or, if applicable, the resident's representative, designee, surrogate, guardian, or attorney in fact authorizes the administrator of the facility to provide safekeeping for funds as provided in section 429.27.
7. Share a room with his or her spouse if both are residents of the facility.
8. Reasonable opportunity for regular exercise several times a week and to be outdoors at regular and frequent intervals except when prevented by inclement weather.
9. Exercise civil and religious liberties, including the right to independent personal decisions. No religious beliefs or practices, nor any attendance at religious services, shall be imposed upon any resident.
10. Assistance with obtaining access to adequate and appropriate health care. For purposes of this paragraph, the term, "adequate and appropriate health care" means the management of medications, assistance in making appointments for health care services, the provision of or arrangement of transportation to health care appointments, and the performance of healthcare services in accordance with s. 429.255 which are consistent with established and recognized standards within the community.
11. At least 45 days' notice of relocation or termination of residency from the facility unless, for medical reasons, the resident is certified by a physician to require an emergency

relocation to a facility providing a more skilled level of care or the resident engages in a pattern of conduct that is harmful or offensive to other residents. In the case of a resident who has been adjudicated mentally incapacitated, the guardian shall be given at least 45 days' notice of a nonemergency relocation or residency termination. Reasons for relocation shall be set forth in writing. In order for a facility to terminate the residency of an individual without notice as provided herein, the facility shall show good cause in a court of competent jurisdiction.

12. Present grievances and recommend changes in policies, procedures, and services to the staff of the facility, governing officials, or any other person without restraint, interference, coercion, discrimination, or reprisal. Each facility shall establish a grievance procedure to facilitate the residents' exercise of this right. This right includes access to ombudsman volunteers and advocates and the right to be a member of, to be active in, and to associate with advocacy or special interest groups. Reference: Florida Statute Section 429.28
13. Present confidential complaints to the Office of State Long-Term Care Ombudsman or long-term care ombudsman council, without fear that the identity of the subject residents or complainants will be disclosed, and without fear of retaliation.

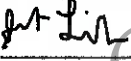
The Resident and/or Responsible Party and/or the Conservator has the right to be informed of the appropriate licensing agency to contact regarding complaints which is:

**Long Term Care Ombudsmen**  
Tel. (888) 831-0404

**Agency for Health Care Administration**  
Tel. (888) 419-3456

By signature below, you acknowledge that you have been personally advised and have received a copy of the Resident's Bill of Rights contained in Florida Statute Section 429.28.

Resident #1 Name (printed): Scott Lieberman

Resident's Signature:  Date: Jul 29, 2021

Resident #2 Name (printed): \_\_\_\_\_

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Representative Name (printed): \_\_\_\_\_

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

Executive Director Name (printed): Stephanie Graham

Signature:  Date: Jul 29, 2021  
Stephanie Graham (Jul 29, 2021 13:20 EDT)

## **APPENDIX F: MEDICATION POLICY**

Each Resident has the right to self-administer his/her own medication unless determined that this practice is unsafe by the Community, the resident/responsible party and /or physician. Medicine is to be taken regularly by the Resident, as prescribed by his/her physician. Assisted supervision will be provided by the staff, if necessary, to achieve this regimen.

**Supervision of Administration of Medication Management Program.** The Supervision of Administration of Medication Management Program was designed for residents who are unable to safely manage their own medication, or who prefer the convenience and security of having our trained staff manage it for them.

### **Service Includes:**

- Delivering medications to resident within acceptable time parameters
- Monthly ordering and delivery from our Preferred Pharmacy
- Regular audits for quality assurance
- Obtaining doctor's orders for refills
- Keeping medications in a locked and safe place, inaccessible to persons other than employees responsible for their supervision
- Maintaining written records of medication orders and supervised assistance or administration
- Disposal of unused medication in accordance with state and federal regulations

**Pharmacy Services.** We have a Preferred Pharmacy to assist you with your medications. Our pharmacy strives to have competitive prices and allows us to use a standardized distribution system within our Community. They accept most insurance and will bill you directly for your co-payment amount. Their delivery service is included.

If you choose to use your own local or mail-order pharmacy, administrative costs associated with managing non-Preferred Pharmacy medication will be reflected in your evaluation and you will be charged accordingly. You also assume responsibility for ordering, pick-up and insurance billing. You are required to keep an adequate supply (minimum, three days) of medication in stock at all times. If your supply drops below the required level, we are required by law to have your prescription filled immediately. You will be responsible for all charges incurred. Mail order or VA pharmacies can take up to two weeks for delivery, so plan accordingly.

**Prescription Requirements.** In order for our pharmacy to fill orders, doctors' prescriptions must include the following:

1. Residents name
2. Name of medication
3. Strength of medication
4. Dosage
5. Instructions for use
6. Date of order
7. Quantity
8. Physician's signature, address, and license numbers

**PRN (As-Needed) Medications.** Some Residents require medication on an as-needed basis. Some

common reasons for PRN medications are listed here but are not limited to pain, allergies, sleep disturbances, cough, constipation and diarrhea. These medications are normally managed in the same manner as routine prescription medications, however requirements for PRN medication administration vary according to the resident's cognitive ability and will be given in accordance with physician's orders and licensing requirements.

**Over-the-Counter Medications (OTC).** Examples of common over-the-counter medications include aspirin, Tylenol, and other pain relievers, antacids, cough drops, cold medicine, allergy medication, vitamins, herbal supplements and medicated creams or lotions. For your health and safety, and that of the other residents, all OTC medications must be locked and administered in the same manner as prescription medication. OTC medications are required to have a Physician's Order with the same information as prescription medication (described above). They may be given routinely or on a PRN basis.

**Injections.** Community staff will store injectables in the same manner as other prescription medications and supervise residents when they administer their injection. If a resident is unable to administer his/her own injections, a licensed professional must be employed for this purpose. Additionally, all residents must comply with the safety sharp device policy below.

**Disposal of Medications.** Our Community complies with all state licensing and environmental regulations in regard to the destruction and disposal of discontinued or expired medications. If a medication has been discontinued or a dosage changed, we will attempt to return the unused medications to our Preferred Pharmacy for credit. If medications have been cut (scored), are not in their original packaging, or do not meet the insurance company guideline for credit, no credit will be issued.

Upon discharge of a Resident, remaining medications must be signed for and will be released to the resident or his/her responsible party for transfer. Per Florida State regulation (58A-5.0185 (6)-FAC) medications that have been abandoned or expired must be disposed of within 30 days of being determined abandoned or expired. The disposal must be documented in the resident record. Medication(s) may be taken to pharmacy for disposal or may be destroyed by the Executive Director or Designee with one witness. If a Resident is deceased, regulations require us to destroy any remaining medication. Under no circumstances can medication be returned to the family or responsible party. Community is not responsible for payment or replacement of destroyed medication, unless due to negligence or willful misconduct.

**Outings and Temporary Stays Away from Community.** If you are planning to be out for the day, or stay away from the Community, i.e. overnights, vacation, please notify the Wellness Director or medication staff in advance so that they may prepare your medication "to go".

**Self-Administration of Medications.** Residents who elect not to participate in the Medication Management Program are solely responsible for dispensing and administering their own medication, including injectables, and must meet the following requirements:

- ❖ Have written approval from their physician
- ❖ Participate in an Assessment for Self-Administration to determine whether the resident can safely manage his/her own medications. This Assessment will be repeated periodically, or upon change of condition. The Community, upon assessment, may request the Resident no longer self-administer his/her medication(s) if it may cause a danger to the Resident or others.

- ❖ Must keep medication(s) inaccessible to other individuals in a locked compartment within their apartment or keep apartment door closed and locked *at all times*.
- ❖ Ensure that prescriptions are filled and refilled in a timely manner and that an adequate supply is on hand at all times.

**Safety Sharp Device and Regulated Waste Requirements.** All Residents, whether they self-administer their own medications or participate in our Medication Management Program, must comply with the following requirements regarding the safe disposal of sharps and pharmaceutical waste. Creating a safer work and living environment and complying with OSHA regulations is the goal of Sonata Senior Living. Company policy requires all residents who have injections of any kind or blood sugar type testing to provide and use a safety sharp device.

A safety sharp device is a lancet or a syringe that has built-in safety controls to prevent or reduce accidental piercing of the skin by a used needle. These devices are designed to prevent accidental sticks and the spread of illness through blood or body fluids. All Residents who utilize injections, lancets or have wound care or dressing changes will be required to dispose of these items in OSHA approved red/orange disposal (sharps) containers.

Most insurance companies cover these items, but it is the Resident's responsibility to ensure supply at all times. The Community will order these on your behalf if you run out and you will be responsible for all charges.

Medication cannot be disposed of by flushing or discarding in a trash receptacle, but instead must be discarded in a pharmaceutical waste container. For Residents who participate in our Medication Management Program, this service is included. Residents who desire to self-administer their own medication are responsible for the safe disposal of unused or discontinued medications in accordance with licensing and environmental regulations and may utilize our disposal service for an additional fee, as set forth in **Appendix B**.

*I understand and agree to the Medication Policy of Sonata Senior Living. Regarding the housing and assistance with my medications:*

- I WILL participate in the Supervision of Administration of Medication Management Program and allow Sonata to assist me with my medications.
- I WILL NOT participate in the Supervisions of Administration of Medication Management Program subject to meeting the above criteria. I understand that if it is determined that I am not sufficiently securing and/or administering my own medications properly, at the discretion of Sonata Management, or if my attending physician directs the Community to enlist me in the Medication Management Program, then the Executive Director may require enrollment in the Medication Management Program as a condition of continued residency in the Community.

Resident #1 Name (printed): Scott Lieberman

Resident's Signature:  Date: Jul 29, 2021


Resident #2 Name (printed): \_\_\_\_\_

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Representative Name (printed): \_\_\_\_\_

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

Executive Director Name (printed): Stephanie Graham

Signature:  \_\_\_\_\_ Date: Jul 29, 2021

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**APPENDIX G: INFORMED CONSENT TO PROVIDE ASSISTANCE WITH MEDICATION BY UNLICENSED PERSONNEL**

You, or your authorized representative, have requested that Sonata assist you with the self-administration of your medications. You should be aware that Florida law allows assisted living facilities, like Sonata, to administer medications to residents only if the facility has a licensed nurse on staff. However, assisted living facilities are allowed to assist residents with self-administered medications even without the supervision of a licensed nurse. The Sonata staff members providing assistance with self-administration of medications are not licensed, like a nurse, but have received specific state-mandated training in assisting with the self-administration of medications. Staff assisting residents with self-administration will be overseen by a licensed nurse. Assistance with self-administration medication means that specific, qualified staff can help a person to self-administer their medications by performing such tasks as:

1. Bringing the resident's medication to the resident
2. In the presence of the Resident, reading a prescription label to the resident, opening the medication container, removing a prescribed amount of medication from that container and closing the container
3. Placing the medication in the resident's hand or in another container and helping the resident to lift it to his/her mouth
4. Applying topical medications
5. Returning the medication to storage
6. Keeping a record of when the Resident receives assistance with medications that the resident has self-administered
7. Self-administered medications include prescription and over-the-counter oral dosage forms, topical dosage forms and topical ophthalmic, optic (ear), and nasal dosage forms including solutions, sprays, and inhalers.

Assistance with self-administration does not include:

- ❖ Mixing, compounding, converting or calculating medications dosages (except for measuring a prescribed amount of liquid medication or breaking a scored tablet or crushing a tablet as prescribed)
- ❖ Putting the medications in the resident's mouth
- ❖ Preparing or administering injections
- ❖ Applying rectal, urethral, or vaginal preparations
- ❖ Administering medications by way of a tube inserted in a body cavity
- ❖ Administering parenteral preparations
- ❖ Conducting irrigations or using debriding agents for treating skin conditions
- ❖ Administering medications through a positive pressure breathing apparatus
- ❖ Performing any medication task which requires judgment or discretion

Resident #1 Name (printed): Scott Lieberman

Resident's Signature: 

Date: Jul 29, 2021

Resident #2 Name (printed): \_\_\_\_\_

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Representative Name (printed): \_\_\_\_\_

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

Executive Director Name (printed): Stephanie Graham

Signature:  \_\_\_\_\_ Date: Jul 29, 2021

Stephanie Graham (Jul 29, 2021 13:20 EDT)

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**APPENDIX H: COMPREHENSIVE AUTHORIZATION, CONSENT AND RELEASE**

**Release of Information**

(check one)  YES or  NO Initial JL

Authorization is hereby granted to Community to release necessary health-related information as well as such professional information, in accordance with the policies of the Community, as may be necessary from the medical and administrative records compiled during your stay. The Community is hereby released from all legal liability that may arise from the release of this information. This information may be used in the treatment, resident transfer, and for third party billing information.

**Authorization for Community's Preferred Pharmacy Service Type**

Initial JL

Please check ONE of the two service options below:

RX Services Supervised by Community OR  Emergency RX Services Only

If **RX Services Supervised by Community** is selected, authorization is hereby given for the Community to coordinate pharmacy services as well as ancillaries on my behalf from the "Preferred Pharmacy" chosen by the Community. I assume financial responsibility for all charges.

If **Emergency RX Services Only** is selected, authorization is hereby given for the Community to coordinate emergency pharmacy services on my behalf from the "Preferred Pharmacy" chosen by the Community. I assume financial responsibility for all charges. *For all other RX Services, I assume responsibility for the timely ordering, pick-up, payment and delivery of all continuous, as-needed (PRN) and urgent (STAT) medications.*

**Photography / Publicity Authorization**

(check one)  YES or  NO Initial JL

Authorization is granted for photos, videotape and film to be taken of the above named resident to be used for the following purposes:

- ❖ Resident identification within the Community
- ❖ Medical Purposes
- ❖ Scrapbooks and Community bulletin boards
- ❖ Group photos used during public education programs
- ❖ As part of training, educational programs, marketing and publicity efforts to promote awareness of the Community and its programs in print materials, Community's websites and social media.

**Resident Birthday Information**

(check one)  YES or  NO Initial JL

If checked and initialed, permission is granted for birthday information (month & day) to be displayed in the Community newsletter and/or on the Community bulletin boards and for resident to have birthday celebrated during Community activities.

**Activities**

(check one)  YES or  NO Initial SL

If checked and initialed, permission is granted to include the above named resident in activities that are outside the confines of the Community. This permission is granted to allow this resident to go on chaperoned day trips such as, shopping expeditions, restaurant outings, movies, fairs, etc. As Community representatives, we agree to make every effort to advise the responsible party by telephone prior to a scheduled trip. However, opportunities may arise where prior notice is not possible.

**Authorization to Handle Personal Laundry** (check one)  YES or  NO Initial SL

I hereby authorize the Community to wash, dry, fold and/or hang my personal laundry. The Community requests that personal clothing sent to the laundry are clearly marked/labeled with your name. Community recommends that delicate items be dry cleaned or hand washed and will not be responsible for damage which occurs during laundering.

**Swimming Pool:**  N/A (check one)  YES or  NO Initial SL

If the Community has a pool, Resident and Representative acknowledge that Sonata does NOT supervise swimmers and DOES NOT HAVE A LIFEGUARD ON DUTY AT ANY TIME. Resident and Representative releases Sonata from any and all present and future claims resulting from any negligence on the part of Sonata or its employees for property damage, personal injury or wrongful death, arising as a result of my engaging in or receiving instruction in pool use activities or any activities incidental thereto, whatever, whenever, or however the same may occur. Resident and Representative may voluntarily use the pool facilities with knowledge of the danger involved and hereby agree to accept any and all risk of property damage, personal injury, or death and further agree to indemnify and hold harmless Sonata for any and all claims arising in the present or future.

By signing below, I hereby consent to the above items as checked and initialed:

Resident #1 Name (printed): Scott Lieberman

Resident's Signature:  Date: Jul 29, 2021

Resident #2 Name (printed): \_\_\_\_\_

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Representative Name (printed): \_\_\_\_\_

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

Executive Director Name (printed): Stephanie Graham

Signature:  Date: Jul 29, 2021  
Stephanie Graham (Jul 29, 2021 13:20 EDT)

## APPENDIX I: ASSISTED LIVING RISKS DISCLOSURE & CONSENT FOR MEDICAL TREATMENT

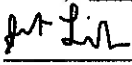
Our Community offers assisted living resident's personal care services that allow residents to maintain their independence and freedom. Our Community does NOT provide one-on-one, 24 hour nursing care and there are certain risks associated with the aging process that cannot be eliminated in an assisted living environment.

The risks associated with the aging process include, but are not limited to, the following:

1. **The risk of falling.** Although every attempt is made to provide a safe environment and fall prevention measures are taken to reduce the frequency of falls, we cannot prevent falls from occurring. A resident may have trouble ambulating, may have dizziness or simply be impacted by blurred vision. These and other factors can lead to a resident's fall.
2. **Risks of wandering.** Sonata assisted living residents enjoy the freedom to come and go as they wish. Although we ask every resident to sign out when they leave, this may not always occur. If you are concerned about potential wandering due to dementia or becoming easily confused, we expect family members to communicate to us and discuss other available options such as a memory care secured unit or skilled nursing.
3. **Skin Breakdown.** Aging can often lead to the loss of skin integrity and lead to skin breakdown, skin tears and bruising. Residents who use wheelchairs, are diabetic, or in poor health may be at greater risk. Residents should immediately report any signs of breakdown to their physician and consider the use of pressure reducing surfaces for beds and wheelchairs.
4. **Unsupervised Absence.** Many factors could potentially lead to unforeseen circumstances including, but not limited to falls, vehicular accidents, or injuries related to unsupervised absence from the Community such as being absent from necessary assistive devices for ambulation, unsteady gait, foot problems that could impair their ability to walk safely, visual/hearing deficits, possible medications side effects/omissions while out of the Community, cognition impairment, and/or exposure to alcohol and/or drug consumption.

Due to the above listed conditions, the resident at risk for the above may suffer adverse accidents, symptoms or outcomes that are a result of these conditions. The resident should report immediately to Community staff all information regarding changes in condition such as (but not limited to) change in appetite, balance, personality, weight, skin condition, etc. By executing this agreement, you acknowledge that the Community has informed you and you understand that the Community is not risk free, promotes the appropriate exercise of resident independence, autonomy and you affirm that you freely chose to move to our assisted living Community with awareness of the associated risks. The resident and/or family member acknowledges the symptoms and risks associated with these risks and agrees that their involvement in the care, treatments, interventions and approaches is a necessary part of a successful care plan for the resident.

Resident #1 Name (printed): Scott Lieberman

Resident's Signature: 

Date: Jul 29, 2021

Resident #2 Name (printed): \_\_\_\_\_

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Representative Name (printed): \_\_\_\_\_

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

Executive Director Name (printed): Stephanie Graham

Signature:  \_\_\_\_\_ Date: Jul 29, 2021  
Stephanie Graham (Jul 29, 2021 13:20 EDT)

### CONSENT FOR MEDICAL TREATMENT

I hereby give consent to allow the "Community", to provide all emergency, dental, or medical care prescribed by a duly licensed physician (M.D.), Osteopath (D.O.), or Dentist (D.D.S.), for

Roberta Lieberman, this care may be given under whatever  
(Resident's Name)

conditions are necessary to preserve the life, limb, or well-being of myself.

*Note: All efforts to use an established personal licensed medical professional will be made by the Community. This form is for the purpose of releasing the Community and its staff of any and all liability to administer first aid and/or personal care as needed.*

Resident #1 Name (printed): Scott Lieberman

Resident's Signature:  \_\_\_\_\_ Date: Jul 29, 2021

Resident #2 Name (printed): \_\_\_\_\_

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Representative Name (printed): \_\_\_\_\_

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

Executive Director Name (printed): Stephanie Graham

Signature:  \_\_\_\_\_ Date: Jul 29, 2021  
Stephanie Graham (Jul 29, 2021 13:20 EDT)

## **ADDENDUM I: GUEST POLICY**

We encourage you to have family and friends visit you frequently. However, their visits are subject to certain policies intended to protect all Residents' quiet enjoyment of the Community and to assure that Resident guests do not unduly burden other residents or interfere with the Community's programs. These policies include the following:

- ❖ All Visitors must sign in and out at the front desk when entering or leaving the Community.
- ❖ For the protection of all the Community's residents and staff, all guests must be free of contagious disease.
- ❖ Children must not play in the hallways, stairwells, elevators, or any other place that may be dangerous. Children must be accompanied by an adult who is capable of supervising them at all times.
- ❖ Your guests are encouraged to accompany you to activities at the Community and to participate in those activities, provided the Executive Director receives reasonable notice of their participation and you (or your guests) pay any applicable fee for the activity. However, your guests may not participate in activities at the Community unaccompanied by you without the Executive Director's advance written consent.
- ❖ For their protection, your guests may not enter any rooms or other areas (such as boiler rooms and kitchens) where Residents are not allowed access. Likewise, your guests shall not enter other Residents' units.
- ❖ Before any visitor stays in your Apartment overnight, you must notify the Executive Director in writing. Your guests may stay with you in your unit for a maximum of three (3) consecutive days and ten (10) days per calendar year. (There is no carry-forward of unused days in any calendar year.) Any stay beyond this period will be allowed only with the Executive Director's prior written approval which may be withheld in his or her sole discretion. There will be a guest accommodation fee for any such extended stay. All overnight guests must be over the age of eighteen (18).
- ❖ Your guests may not live in your unit while you are absent from the Community.
- ❖ We may maintain a unit for overnight guests. Your guests are welcome to use the unit, space permitting, for a maximum of seven (7) consecutive nights and fourteen (14) days per year. Because of limited availability, we recommend that you reserve the unit as soon as you become aware of your guests' plans. There is a nightly charge for the use of the unit. Meals are available at additional charge as well.
- ❖ Laundry facilities at the Community are for the use of Residents only. If your guests require laundry services, please contact our Administrative office. Laundry services will be provided to your guest for a fee.

- ❖ Your guests are welcome to accompany you to meals at the Community; however, we request that you give the Dining Service Department at least two (2) hours' notice of guest meals. (Greater notice may be required for large parties, holiday meals and special events.)
- ❖ You will be required to pay for all guest meals at the rates set forth in the Community's current fee schedule, as listed in **Appendix B**.
- ❖ The Community reserves the right to charge you extra fees if additional or more thorough housekeeping or maintenance is required as a result of your guests' visits.
- ❖ All guests must conduct themselves in a manner that does not jeopardize the health or safety of others at the Community or interfere with their quiet enjoyment of the premises. If the Community determines, in its sole discretion, that any guest does not meet these requirements, that person will be required to leave the premises immediately.
- ❖ Residents are responsible for the conduct of their guests. The Community will have zero tolerance for any guest, who is abusive to or threatens any Resident or staff member; who fails to follow the House Rules or who otherwise creates an unsafe condition. Any such guest will be asked to leave the premises immediately. Depending on the circumstances, the Community may also contact the local law enforcement agency.
- ❖ The Community may develop additional policies, as it deems appropriate, to help assure that guests do not become a disturbance, danger or burden to others at the Community.

Resident #1 Name (printed): Scott Lieberman

Resident's Signature:  Date: Jul 29, 2021

Resident #2 Name (printed): \_\_\_\_\_

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Representative Name (printed): \_\_\_\_\_

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

Executive Director Name (printed): Stephanie Graham

Signature:  Date: Jul 29, 2021

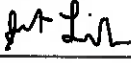
**ADDENDUM II: DO NOT RESUSCITATE ORDER (DNR) POLICY**

Resident's Name: Roberta Lieberman Date: 7/28/21

Our Community reserves the right not to withhold CPR despite your presentation to us of a Do Not Resuscitate Order (DNRO). Instead, we will provide CPR and immediately call 911. EMS personnel make their own independent assessment of the DNRO and the Resident's condition. However, the Community and its staff shall not be subject to prosecution or liability, nor be considered to have engaged in negligent or unprofessional conduct, for providing, withholding or withdrawing CPR pursuant to a DNRO you present to us and rules adopted by AHCA.

*I have read and understand the Do Not Resuscitate Order (DNR) policy*

Resident #1 Name (printed): Scott Lieberman

Resident's Signature:  Date: Jul 29, 2021

Resident #2 Name (printed): \_\_\_\_\_

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Representative Name (printed): \_\_\_\_\_

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

Executive Director Name (printed): Stephanie Graham

Signature:  Date: Jul 29, 2021  
Stephanie Graham (Jul 29, 2021 13:20 EDT)

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### **ADDENDUM III: THEFT AND LOSS PREVENTION PROGRAM**

It is the policy of the Community to assure each Resident's right to retain and use personal possessions, as space permits, unless those possessions infringe on the rights, health, or safety of other residents. This Community will take reasonable preventative measures to prevent loss or damage of Resident's possessions.

**Inventory Procedure:** Inventory, established upon move-in, if desired by Resident (at the Resident's expense), includes:

- ❖ Description of the articles, if applicable, the make, model, serial number, and estimation for value, by both the Community and the Resident or Responsible Party.
- ❖ The Community will provide the Resident or Responsible Party with a copy of all items inventoried.
- ❖ The Resident or Responsible Party will add new items to the inventory upon change.
- ❖ Upon discharge or death, Resident's personal effects and valuables are to be inventoried and surrendered to the Resident or Responsible Party in exchange for a signed receipt.
- ❖ Upon death of a Resident, when there is no Responsible Party available, all personal property will be placed into security by the Community until such a time as it can be turned over to the appropriate authorized person, in exchange for signed receipt.

**Theft and Loss:** The following procedure will be followed in the event of theft or loss of Resident's personal property:

- ❖ Immediate documentation of, and search for, the lost or stolen Resident property:
  - a. Description of the article
  - b. Estimated value, from personal property inventory
  - c. Photocopy of item, if available
  - d. Date, time and name of person who discovered theft or loss
  - e. Date, time and location of the theft or loss occurred, if determinable
  - f. Action taken
- ❖ Initial documentation and search shall start immediately and be completed by the shift supervisor, on whose shift the theft or loss was discovered.
- ❖ The completed initial documentation form is to be given to the Executive Director for review and further action.
- ❖ The Executive Director will name a designee to investigate further, and to continually update the Executive Director of facts and findings.
- ❖ When a theft exceeds an excess of \$100.00, a report shall be filed with local Law Enforcement Agency within 36 hours of being reported.

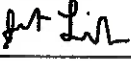
The Community shall not be responsible for the theft or loss of personal property, effects, or funds of a Resident. In no event shall the Community be asked to hold in safekeeping personal property or effects.

Identification:

- ❖ All residents are asked to properly label all clothing and personal property.
  - ❖ It is recommended that all valuables be secured at all times. If assistance is needed in purchasing or obtaining a lockable device, such as a safe or a cabinet. Upon request, the Community will purchase on the resident's behalf and at the resident's expense.
- Yes, I would like my personal property inventoried by Community personnel using the "Resident's Personal Property Inventory" form for a one-time charge of \$200.00.
- No, I would not like my personal property inventoried.

*I have received a copy of the Sonata Theft & Loss Prevention Program, have read, understand and agree to comply with the Community's personal property safeguard procedures.*

Resident #1 Name (printed): Scott Lieberman

Resident's Signature:  Date: Jul 29, 2021

Resident #2 Name (printed): \_\_\_\_\_

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Representative Name (printed): \_\_\_\_\_

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

Executive Director Name (printed): Stephanie Graham

Signature:  Date: Jul 29, 2021

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## ADDENDUM IV: GRIEVANCE POLICY

It is the policy of the Community that grievances and/or concerns are addressed in a timely, professional manner; and thorough responses to concerns and/ or complaints voiced by residents and family members be addressed in a timely manner. We encourage open communication between staff and residents/families regarding issues of concern.

If a resident or family member has a grievance or a concern, they are encouraged to address the grievance/concern with the Executive Director, Supervisor, or the Manager on Duty.

The Supervisor, Manager on Duty, or the Executive Director will complete the "Grievance Log", designating a Manager or the Executive Director to complete the response to the complaint.

If the resident or family member is present, the Supervisor, Manager on Duty, or the Executive Director will complete the complaint resolution/ grievance procedure at that time with the resident/family present. The resident/family member should be taken to a private area to discuss their concerns.

- ❖ An investigation/inquiry into their concern is begun.
- ❖ Questions are to be asked of the resident/family member including who, what, where, when, and how.
- ❖ Staff member must complete the investigation of the complaint
- ❖ Respond to the resident/family member within 72 hours of initial complaint.
- ❖ Resolution and/or further follow-up will be documented in the Grievance log.

Resident #1 Name (printed): Scott Lieberman

Resident's Signature:  Date: Jul 29, 2021

Resident #2 Name (printed): \_\_\_\_\_

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Representative Name (printed): \_\_\_\_\_

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

Executive Director Name (printed): Stephanie Graham

Signature:  Date: Jul 29, 2021

**ADDENDUM V: ADDITIONAL RESIDENT POLICIES**

**1. Vehicle Policy.** For their own health and safety, as well as that of other residents, staff and public, residents who maintain a vehicle on the Community premises are required to provide copies of a valid driver's license, proof of insurance for vehicle on the property and the current registration.

I  WILL OR  WILL NOT be maintaining a personal vehicle on property.

**Parking-** Resident must keep his/her vehicle locked at all times and never leave the keys in the vehicle. Inoperable or unregistered vehicles are prohibited and Community will have any such vehicles towed at owner's expense.

**Liability-**You agree to indemnify and defend the Community against any and all claims and liabilities resulting from your use of your vehicle. Community is not responsible for any damage or theft to your vehicle while it is in our parking lot and we recommend that resident maintains comprehensive and collision insurance for his/her vehicle.

\_\_\_\_\_  
Driver's License Number / State

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Insurance Company / Policy Number

\_\_\_\_\_  
Effective Dates of Policy

\_\_\_\_\_  
License Plate # / State where Registered

\_\_\_\_\_  
Expiration Date

I agree to the above Vehicle Policy and to the safe operation of this vehicle. Initial MT Lin

**2. Smoking Policy.** All Sonata communities are non-smoking communities, however, there are designated smoking areas. Please check with the concierge desk for smoking areas.

It is the intent of the Community to allow those residents who wish to smoke, with the exception of those residents residing in a Serenades/Memory Care Unit, the opportunity to do so in an environment with optimal safety to themselves, other residents, visitors and staff members. Resident agrees to abide by the following rules regarding smoking at this Community:

- ❖ Resident agrees he/she and/or guest(s) will smoke only in designated areas at the Community. The Community reserves the right, at its sole discretion, to change areas designated for smoking from time to time.
- ❖ When smoking in designated areas, Resident/Guests will properly dispose of cigarette butts and packaging in appropriate receptacles.
- ❖ Resident/Guests shall not smoke while using or around oxygen.
- ❖ If Community staff determines the Resident's unsupervised smoking presents a fire or burn risk, Resident will not be allowed to smoke without appropriate supervision. The Community may provide this service to Resident for an additional charge. However, the Community cannot assure that personnel will be available at a given time.

- ❖ If, because of Resident's mental or physical condition, the Community staff or Resident's physician determines that it is inappropriate for Resident to keep cigarettes or matches/lighters in Resident's Apartment, Resident must leave these items with designated Community staff. When Resident wishes to smoke, he/she must contact staff, who will give Resident cigarette and, if necessary, assist Resident with lighting it.
- ❖ Resident agrees to indemnify and hold harmless Sonata and its directors, agents and employees from any and all liability for such injury or damage, including attorney's fees.

If Resident violates this Smoking Policy or any other smoking rules and regulations of the Community, whether communicated to Resident verbally or in writing, it may be grounds for eviction.

I have read, understand, and agree to comply with this Smoking Policy. Initial JS/LN

**3. Pet Policy.** All pets residing with their owners on the Community's premises must meet the Selection Criteria, the pet owner must agree to comply with the provisions of our Pet Policy including payment of the pet fee, completion of the Pet Registration form (A-23) and provide copies of required documentation.

I  WILL OR  WILL NOT have a pet on the property.

**Selection Criteria.** Only the types of common household animals listed on the table below, and meeting the criteria shown will be permitted. Reptiles, monkeys and exotic animals are NOT permitted.

Type of Pet	Number Allowed	Restriction and Notes
Dog	1	- Maximum adult weight 25 pounds or less - Must be housebroken and spayed or neutered - Bona fide service animals are exempt from this size restriction
Cat	1	- Must be spayed or neutered and litter box trained

**Registration.** All pet owners must register their pets with the Community before the pet is brought into the Community by completing the Pet Registration form (A-23) and must provide updated proof of vaccinations annually. The annual update will be due on the anniversary of the date the pet was brought into the Community. The registration must include:

- ❖ Information sufficient to identify the pet and to demonstrate that is a common household pet.
- ❖ A certificate signed by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such authority) stating that the pet has received all inoculations required by applicable State and local law.

- ❖ The names, addresses, and phone numbers of two responsible parties who will care for the pet(s) if the pet owner dies, incapacitated, or are otherwise unable to care for the pet(s).

The Community may refuse to register a pet if the pet is not a common household pet; if the keeping of the pet would violate any applicable house rules; if the pet owner fails to provide complete pet registration information or fails annually to update the pet registration; or if the Community reasonably determines, based on the pet owner's habits and practices, that the pet owner will be unable to keep the pet in compliance with the Pet Policy and other obligations set forth in your Resident Agreement. If the Community refuses to register a pet, a notice stating the basis for the refusal shall be promptly served to pet owner.

### **Inoculations**

Dogs must be vaccinated in accordance with the appropriate State and local laws. This includes, but is not limited to, canine distemper, Bordetella, infectious hepatitis-lepto series, parvo virus and rabies, with booster shots as needed. Dogs must be licensed by the appropriate local government jurisdiction.

Cats must be vaccinated in accordance with the appropriate State and local laws. This includes, but is not limited to, feline enteritis and rabies, with booster shots as needed.

### **Sanitary and Conduct Standards**

Dog owners are required to use designated areas only to permit the pet to exercise and deposit waste. No other area of the Community or grounds may be used for these purposes.

Owners of cats and other pets using litter boxes must change the litter at least twice each week and must separate waste from litter at least once a day. Pet waste and litter shall be securely wrapped in plastic bags and placed directly into outside trash bins (not into trash chutes or toilets).

The pet owner is responsible for the immediate removal of any waste from his/her pet deposited on the Community's common areas or grounds.

Pet owners must control the noise, odor, and insect infestation of pets so that a nuisance or health hazard to neighboring residents is not created.

Dogs may not be left unattended for more than four hours; other pets may not be left unattended for more than 12 hours.

### **Pet Restraint**

All cats and dogs and other pets must be appropriately and effectively restrained and under the control of a responsible individual while on the Community's premises. Pets are not permitted in the Community's elevators, corridors, lobbies, or other interior common areas except while being transported to or from the pet owner's apartment. Pets are not permitted in the dining room, laundry area(s) or recreation room(s) at any time. Bona fide service animals are exempt from these restrictions.

### **Pet Fee**

Residents who own or keep dogs or cats in their units are required to pay a non-refundable pet fee as listed in **Appendix B** of the Resident Agreement, to pay reasonable expenses directly attributable to the presence of the pet in the building, including but not limited to, the cost of maintenance and repairs.

Resident's liability for damages caused by his/her pet is not limited to the amount of the pet fee and the resident will be required to reimburse the Community for the real cost(s) of any and all damages caused by his/her pet, including landscape replacement, professional cleaning and/or deodorizing, carpet replacement and pest elimination.

### **Protection of the Pet**

If the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, the Community may contact the responsible parties listed in the pet registration. If the responsible party or parties are unwilling or unable to care for the pet, or the Community, despite reasonable efforts, has been unable to contact the responsible party or parties, the Community may contact the appropriate State or local authority (or designated agent of such authority) authorized to remove the pet under these circumstances. The Community may enter the pet owner's unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but not longer than 30 days. The cost of the animal care facility provided under this section shall be borne by the pet owner.

### **Visiting Pets**

The Community reserves the right to refuse the entry of any visiting pet, except for bona fide service animals.

### **Pet Rule Violations**

If the Community determines on the basis of objective facts, supported by written statements, that the pet owner has violated a rule governing the owning or keeping of pets, the Community will serve written notice of the violation to the pet owner.

Nothing in this Pet Policy prohibits the Community or an appropriate Community authority from requiring the removal of any pet from the Community if the pet's conduct or condition is duly determined to constitute, under the provisions of State and local law, a nuisance or a threat to the health or safety of residents or other persons at the Community.

**Affidavit:** *I understand that any breach of the Pet Policy is a breach of this Agreement and may constitute reason for removal of my pet. If required by management to remove my pet from the premises, I agree to affect such removal and understand that my failure to do so shall constitute grounds for eviction.*

*I have read, understand, and agree to comply with the Pet Policy.*

Initial MTL

**4. Motorized Cart Policy.** Sonata Senior Living encourages all residents to ambulate as much as possible for their general health and well-being. Motorized carts, including motorized wheelchairs and similar motor vehicles, may be operated on the premises of the Community only under specific circumstances.

I  WILL OR  WILL NOT be utilizing a motorized cart or wheelchair on the property.

The following circumstances are required when operating a motorized vehicle on the property:

- ❖ The cart is needed by resident for disability, as determined by resident's physician;
- ❖ Resident has completed a training course (scooter school) offered by the manufacturer or distributor of the vehicle and has gone under a Physical Therapy evaluation performed by a Licensed Professional;
- ❖ Resident is determined by resident's personal physician to have sufficient visual acuity, depth perception, peripheral vision, hearing, and judgment and is otherwise fit to operate the vehicle safely under the circumstances and remains subject to periodic re-evaluation at the discretion of management;
- ❖ All equipment conforms to the standards of this policy, and
- ❖ Resident's driving and parking conduct continuously conforms to this policy. The Community's Executive Director may prohibit a resident from using his/her motorized cart if the resident refuses to abide by this policy or otherwise causes a safety hazard to him/herself, other residents, visitors, or Community staff.

#### **Equipment**

- ❖ Only battery-operated motor vehicles are allowed;
- ❖ Vehicles shall be no greater than 43 inches long and 25 inches wide;
- ❖ Motor shall not be capable of generating more than 1.25 horsepower or exceeding speeds of 4 miles per hour (or normal walking speed);
- ❖ All carts shall be equipped with a suitable horn or bell and rearview mirror; and
- ❖ Resident is responsible for maintenance and upkeep of vehicle to ensure it can be operated safely;

#### **Motorized Cart Fee**

- ❖ Residents who use a motorized cart in the community are required to pay a non-refundable fee as listed in **Appendix B** of the Residential Agreement, to pay reasonable expenses directly attributable to wear and tear of the flooring materials in the building, including but not limited to, the cost of maintenance and repairs.
- ❖ Resident's liability for damages caused by his/her motorized cart is not limited to the amount of the fee and the resident will be required to reimburse the Community for the real cost(s) of any and all damages caused by his/her cart, including wall and flooring replacement, professional painting and/or door or trim replacement.

#### **Driving and Parking**

- ❖ Residents shall operate carts in a conservative and safe manner, taking special precautions near doorways, at corners, when approaching pedestrians, when backing up, and in other situations that present an additional risk of injury or alarm to others in the vicinity, and shall not operate their vehicles in any way that creates a disturbance or threat of harm to the driver or others, or damage to Community property.
- ❖ The resident during Community bus transport can be transferred inside/outside the vehicle while in the cart by use of the wheelchair electric lift. Once inside the vehicle, it is required that the resident transfer out of the cart and into a bus seat while riding in the bus. If the resident needs assistance in transferring, staff will assist subject to reasonable prior notice

availability. The cart will be secured in the bus for the resident's use when they arrive at the designated location. Availability of storage space to transport carts will be subject to reasonable prior notice and availability.

- ❖ Residents shall be financially responsible for any damage that results from the operation of their motorized cart.
- ❖ When used in any indoor common area of the Community, carts shall not be driven faster than the natural walking speed of any pedestrian in the vicinity; when going around corners, carts should be driven at one half of that speed.
- ❖ Pedestrians shall always have the right of way over carts, whether indoors or outdoors.
- ❖ Management may prohibit residents from operating their carts in areas or at times when, in management's judgment, the presence or operation of a resident's cart presents a danger to other residents, visitors, or staff; management shall designate any such areas and/or times in writing.
- ❖ If, for the safety of other residents, visitors, or staff, management determines that a resident is not allowed to use a cart in a particular area or at a particular time, the resident shall park the vehicle in the nearest area designated by the Community management as suitable for parking such vehicles, and transfer to a chair, walker, or wheelchair, or other equipment or furnishing.
- ❖ Carts shall be parked only in designated areas and shall neither block the ingress or egress of any person, nor be operated or stopped in any place or position that creates a trip hazard to any person; carts cannot be left in hallways or common areas to charge/park when not in use. They must be parked/charged within the resident apartment.
- ❖ Battery charging: The vehicle will be equipped with battery charging units that comply with URL listed requirements and should not pose a risk of fire or explosion in the Community. Residents are responsible for charging and maintaining the batteries and battery charging equipment.
- ❖ Residents requesting any further accommodation with respect to the use of motorized carts shall submit a written request to the Executive Director, who will assist such residents accordingly.

**Insurance.** Provider encourages residents to purchase liability insurance that covers residents for any injury or damage caused by resident's motorized carts. It is recommended that you obtain and maintain liability insurance covering the use of the vehicle with policy limits of not less than \$100,000 per occurrence, insuring against both property damage and personal injury. Without such insurance, Resident will be personally liable for injuries or damages plus attorney's fees.

*I have read, understand, and agree to comply with this Motorized Cart Policy. Initial jt L*

**5. Home Health Agency/Private Duty Attendant Policy & Procedure.** Every private duty attendant and home health agency employee (referred to collectively hereinafter as "Attendant") providing services to residents in their apartments at the Community must comply with policy requirements as a condition of obtaining access to the Community. Although residents have a right to choose their 3<sup>rd</sup> party providers, Community reserves the right to approve all providers based on their compliance with the policy and procedures required prior to starting service to residents.

**Guidelines for employing attendants or home health agency personnel.** The following guidelines are intended to assist you in your employment of Attendants or engagement of home health agency personnel in your apartment. The purpose of these guidelines is to protect you and the Community.

1. If you engage in a private duty attendant, the private duty person is NOT an employee of Sonata. Accordingly, you are responsible for all wages, employee benefits, payroll withholdings, workers' compensation insurance, and other responsibilities of employers to employees. You should keep adequate records of your employment of your employee.
2. Confirm that your employee is a citizen of the United States, or that he/she has a valid work permit. Complete Form 1-9, a copy of which may be requested from the Business Office Director.
3. Confirm that your employee is 18 years of age or older.
4. If your employee will have occasion to drive your car, confirm that he/she has a valid driver's license and that your automobile insurance policy covers additional drivers.
5. Confirm that your Attendant is working only for you and not billing his/her time to another resident during your scheduled appointment.
6. Your Attendant must receive, become familiar with, and comply with **Attachment A of Addendum V: Requirements for Attendants** and any other applicable policies and procedures developed by the Community. Your Attendant must sign **Attachment B of Addendum V: Acknowledgment and Indemnification** in which he/she acknowledges receipt of these documents, agrees that he/she is not an employee of the Community, and releases the Community from liability for claims or losses in any way related to his/her services. **Attachment C of Addendum V: Attendant Registration and Information** must be completed by your attendant and turned into Administration prior to him/her commencing services.
7. If any problems or conflicts involving your Attendant arise, we urge you to bring them to the attention of the Administration.
8. Whenever you employ or engage the services of a new or substitute Attendant, you must notify the Administration and furnish the Attachments A-C to the Attendant. You shall also follow the procedures described in this policy with respect to every attendant you engage.
9. When Attendant services are the basis of the authorization for a resident to remain in his/her apartment, the resident must report immediately the absence of any Attendant.
10. Many residents prefer to contact a home health agency to receive the services of Attendants. Such agency will be deemed the employer of the Attendant and will address many of the concerns described in this section.
11. The Community reserves the right to exclude any Attendant from the Community. You may not utilize the services of any Attendant who has been excluded.

The Community reserves the right to require proof of Level II Background Screening in accordance with F.S. §435.04 from the employer of any private duty attendant, and any such attendant will be refused admission to the Community to serve you unless we receive satisfactory evidence of such Level 2 Screening compliance.

*Resident understands the potential problems and risks that can occur upon the hiring of private duty attendants or contracting with home health agencies. The resident hereby waives, and*

release the Community from any and all claims, causes of action, demands, obligations, damages or liability asserted or arising out of or incidental to any dealings between the Resident and the Attendants retained and shall look solely to the Attendant's insurance carrier and/or employer for any recourse for any claims. The Resident shall further indemnify the Community for any costs incurred by the Community relating to the actions or misconduct of such Attendants.

Initial *J.A. J.A.*

I  WILL OR  WILL NOT be employing attendants or home health personnel.

**PLEASE PROVIDE THE FOLLOWING ATTACHMENTS TO YOUR SELECTED ATTENDANT AND RETURN TO COMMUNITY TO AVOID DELAY IN START OF SERVICES TO RESIDENT. ALL THREE ATTACHMENTS ARE REQUIRED FOR ACCESS TO THE COMMUNITY.**

**Attachment A: Requirements for Attendants**

Attendant providing services to residents in their apartments at the Community must comply with all of the following requirements as a condition of obtaining access to the Community:

**Registration Form.** Each Attendant must complete and submit to the Administrative Office an *Attachment C: Attendant Registration and Information*. This form must be updated every time the Attendant proposes to provide services to another resident.

**Criminal Record Clearance.** Each Attendant must complete or provide a valid copy of a Level II Background Screening prior to working in the Community. The Attendant is responsible for all fees associated with this clearance.

**Name Badges.** Attendants must wear name badges while in the Community.

**Acknowledgement and Indemnification.** Each Attendant must receive and comply with *Attachment A: Requirements for Attendants* and any other policies and procedures the Community develops governing Attendants' provision of services in residents' apartments. Each Attendant must also sign a copy of *Attachment B: Acknowledgment and Indemnification* in which he/she acknowledges receipt of such documents and agrees to hold the Community harmless for any claims or actions arising from his/her services.

**Tuberculosis Test.** Each Attendant must provide a copy of a negative TB or chest x-ray, or registry notification of TB clearance. Such tests must be updated annually and state that the Attendant is free from signs or symptoms of a communicable disease including tuberculosis.

**Resident Status Reports and Logs.** Attendants shall provide to Administration, after each visit with the resident, a report regarding the resident's health status and the nature of the services provided to the resident. In addition, all Attendants must sign the log and provide all requested information at each visit to the Community.

**No Solicitation or Loitering.** The Community strictly prohibits solicitation of business and loitering on its premises. Each Attendant shall report immediately before his/her appointment with the resident and shall leave the premises immediately after the provision of services. In addition, each Attendant shall have access only to areas of the Community necessary to obtain

access to the resident's apartment, to meet the resident's needs, or to use the public telephone or bathroom.

**Requirements.** Meals, breaks, entrance, parking, solicitation, telephone, and any other policies and procedures that govern Attendants specific to the Community will be addressed with the Attendant by the Executive Director or assigned individual.

**Rules for Conduct for Attendants.** Any of the following activities or conduct will result in an Attendant's immediate loss of privileges to provide services to any resident.

- Verbal or physical abuse
- Theft
- Being under the influence of drugs or alcohol while on the premises
- Possession of dangerous weapons on the premises
- Sleeping on duty
- Failure to sign in/out at the required location
- Indecent or immoral conduct on the premises
- Willful damage of property
- Soliciting contributions, donations, tips, gifts, or employment
- Failure to follow rules, regulations, policies, or procedures governing Attendants
- Failure to honor Residents Rights (posted)
- Failure to follow smoking restrictions
- Charging more than one resident for services during time allotted for a resident's appointment
- Failure to report any resident injury or change of condition immediately to Community Management
- Disruptive conduct
- Unauthorized distribution of literature
- Malicious gossip, spreading rumors, harassment, discriminatory remarks or accusations
- Use of telephone/cell phone during appointment
- Failure to maintain basic personal hygiene, cleanliness and appropriate attire
- Unauthorized use of dining and break rooms
- Unauthorized entry into any room not necessary for provision of services to resident
- Unsanitary work practices or contribution to unsanitary work conditions
- Other conduct deemed to constitute good cause for loss of privileges
- The Commission of any act which may cause the attendant to fail the Level II Background Screening Standards of F.S. §435.04 (or any similar applicable law in effect from time to time).

**Attachment B: Acknowledgment and Indemnification**

The undersigned wishes to provide private duty services to a resident of the Community. I understand and agree that my access to the Community to provide such services is conditioned upon my compliance with the following:

- ❖ I understand and agree that I am not an employee of the Community, which exercises no control over my compensation or the agreement that I have entered into for providing Attendant services and that I am responsible for my own actions for the care I provide.

- ❖ I acknowledge that I am not an employee of the Community, and will not seek benefits offered to Community employees, including, but not limited to, worker's compensation insurance and unemployment insurance.
- ❖ I agree that my employer is the resident, or an outside agency unrelated to the Community, and that they shall be responsible for paying for my services, worker's compensation and other employee benefits, and making appropriate payroll deductions on my behalf.
- ❖ I agree to release, indemnify, and hold the Community harmless from and against any and all claims, demands, liabilities, losses, and damages, in any way arising out of or related to my services as an Attendant, or my presence at the Community.
- ❖ I agree that my access to the Community is limited to that which is necessary to provide services to, or to meet the resident's needs, or to use the public telephone or restrooms.
- ❖ I agree to abide by *Attachment A: Requirements for Attendants* and any other applicable rules, regulations, policies, or procedures of the Community.

**Attachment C: Attendant Registration and Information.** *(To be completed by each individual working as an Attendant.)*

**Agency Information (if applicable):**

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name of Supervisor: \_\_\_\_\_

**Attendant Information:**

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Copy of Tuberculosis Test Results received

Copy of Level II Background Screening received

Auto Make/Model: \_\_\_\_\_ Tag #: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Address: \_\_\_\_\_

Phone#: \_\_\_\_\_

**Identify all residents who will receive your services: (attach additional sheet if necessary)**

Resident #1 Name: \_\_\_\_\_ Apt #: \_\_\_\_\_

Resident #2 Name: \_\_\_\_\_ Apt #: \_\_\_\_\_

By signing below, I agree to the terms of this Acknowledgement and Indemnification and acknowledge receipt of the *Attachments A-C*.

Attendant's Name (printed) \_\_\_\_\_

Attendant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**To be completed by the Community:** *I have reviewed this Attendant Registration and Information form and verified that the Attendant listed above has provided proof of negative TB test and clear Criminal Record Results.*

Executive Director's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Waiver and Release**

*I have read and understand the above policies and the relation they have to my continued residency at the Community. I agree to promptly update and provide written documentation to support any changes to my above declarations.*

Resident #1 Name (printed): Scott Lieberman

Resident's Signature:  Date: Jul 29, 2021


Resident #2 Name (printed): \_\_\_\_\_

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Representative Name (printed): \_\_\_\_\_

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

Executive Director Name (printed): Stephanie Graham

Signature:   
Stephanie Graham (Jul 29, 2021 13:29 EDT) Date: Jul 29, 2021

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## **ADDENDUM VI: COVID-19 PANDEMIC RISK ACKNOWLEDGEMENT**

Long-term care and senior living settings offer many benefits, including recreational activities, access to medical care in our licensed care settings, companionship, autonomy, and privacy. However, these benefits are inevitably accompanied by certain inherent risks beyond the control of the community and its staff. This Risk Acknowledgement is intended to ensure that each resident and, as applicable, his or her family is fully aware of and accepts the inherent risks associated with the COVID-19 pandemic and the inability of the community to eliminate or fully control such risks.

**Background:** There are many types of human coronaviruses, including some that commonly cause mild upper-respiratory tract illnesses. COVID-19 is a new disease caused by a novel (or new) coronavirus that has not previously been seen in humans. The virus that causes COVID-19 is thought to spread from person to person, mainly through respiratory droplets produced when an infected person coughs or sneezes. These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs. Spread is more likely when people are in close contact with one another (within about 6 feet). COVID-19 seems to be spreading quickly and sustainably in many geographic areas.

**Asymptomatic Transmission:** A particularly challenging element of the COVID-19 pandemic is the likely transmission by infected persons who do not exhibit signs or symptoms of illness. The disease may be spread by individuals who test negative for the virus one day but show symptoms a few days later. Individuals may spread the disease for several days before symptoms appear or test positive for the virus. This and other challenging features of the virus make it impossible for any senior living community or long-term care facility to guarantee resident safety from COVID-19.

**Unique Risks to Older Adults:** According to the Centers for Disease Control (the "CDC"), 8 out of 10 deaths reported in the U.S. have been in adults 65 years old and older, and older adults and people who have severe underlying medical conditions like heart or lung disease, or diabetes seem to be at higher risk for developing more serious complications from COVID-19. Other underlying conditions that likely increase the risk of serious complications from COVID-19 include, but are not limited to, cardiac disease, obesity, diabetes, cancer (post-cancer recovery), kidney disease, lung diseases, gastrointestinal diseases, and impaired immune diseases.

**Unique Risks in Long-term Care and Senior Housing:** In addition to the general increased risks to older adults outlined by the CDC, congregate living situations present additional COVID-19 risks. In such settings, COVID-19 may originate with visitors, staff, visiting physicians, therapists, newly admitted residents, and the presence of individuals who may spread the disease without symptoms.

**Increased Risks from Leaving the Community:** It may be necessary for a resident to leave the community for medical appointments or other reasons. While away from the community, the risk of exposure to the virus increases, and a returning resident may spread the disease upon their return to the community. **Our community does not guarantee that a resident will not contract the virus while away from the community.**

**Our Efforts:** COVID-19 guidance from state and local governmental authorities and public health experts and agencies, continues to evolve. Our community takes various precautions to protect residents and staff from COVID-19, in line with such guidance. . State officials inspect the licensed care facility portions of our community for compliance with infection control regulations. Prior to signing this form, we have described our current efforts to protect our community from the risks of COVID-19. You have been given an opportunity to ask questions and review the information we have provided to you regarding our mitigation efforts. You understand and acknowledge that these measures may change in response to changes in recommendations or changes in the course of the COVID-19 pandemic.

Even with social distancing, some of the features provided in the community have increased risks. This includes participation in community dining, group activities, utilizing fitness equipment, use of the beauty shop, etc. Our community supports residents' choice of social activities, acknowledging those choices may increase risk of exposure. This community will work with residents to arrange alternatives such as in-room meal trays, in-room activities, in-room exercise, in-room assistance with hairstyling, etc., for residents who prefer those alternatives to reduce exposure risk. The community will continue to follow CDC, County, and CMS Guidelines related to the reopening of services. All residents still have a right to choose if they wish to participate in reopened services.

**Specific Acknowledgment of Risk and of Inability to Guarantee Safety:** Despite our efforts, you, or, if you are signing this on behalf of a resident, your loved one, may come into contact with someone contagious with COVID-19. **We cannot guarantee that residents, staff, or others that enter our community will not contract the virus.** By signing this acknowledgment, you agree that we have informed you that **we do not offer a risk-free environment** and that you can ask and have answered any questions regarding our approach to managing the impacts of the COVID-19 pandemic in our community. **You have agreed to reside in our community or have a loved one reside in our community, despite the risks associated with COVID-19, including the specific risks described herein.**

Resident #1 Name (printed): Scott Lieberman

Resident's Signature:  Date: Jul 29, 2021

Resident #2 Name (printed): \_\_\_\_\_

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Representative Name (printed): \_\_\_\_\_

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

Executive Director Name (printed): Stephanie Graham

Signature:  Stephanie Graham (Jul 29, 2021 13:20 EDT) Date: Jul 29, 2021

## **ADDENDUM VII: ARBITRATION AGREEMENT**

**THE RESIDENT AND ITS REPRESENTATIVE UNDERSTANDS THAT AGREEING TO ARBITRATION IS NOT A CONDITION OF ADMISSION TO THE COMMUNITY.**

By executing this addendum, you agree that any and all claims and disputes arising from or related to this Agreement or to your residency, care or services at the Community, whether made against Sonata Senior Living or any other individual or entity, shall be resolved by submission to neutral, binding arbitration in accordance with the Federal Arbitration Act; except that any claim or dispute involving unlawful detainer proceedings (eviction) or any claims that are brought in small claims court shall not be subject to arbitration unless all parties involved agree to arbitrate such proceedings. Both parties give up their constitutional rights to have any such dispute decided in a court of law or equity before a judge or jury, and instead accept the use of arbitration. Arbitrations shall be administered by Judicial Arbitration and Mediation Services (JAMS) under the Code of Procedure then in effect.

Arbitrations shall be conducted by a single arbitrator agreed to by the parties, or if the parties cannot agree upon an arbitrator, before an arbitrator assigned by the Judicial Arbitration and Mediation Services (JAMS). Arbitrations will be held at an agreed upon location, or in the absence of such agreement, at a location in the town or city where the Community is located. The dispute will be governed by the laws of Florida. The arbitrator's fee shall be shared equally by the parties. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Each party shall bear its own costs and fees in connection with the arbitration. This arbitration clause binds all parties to this Agreement and their spouse, heirs, representatives, executors, administrators, successors, and assigns, as applicable.

After termination of this Agreement, this Arbitration Agreement shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date. In the event that any part of this Arbitration Agreement is determined to be unenforceable, the remaining portions of the agreement shall remain valid and shall be enforceable by the parties.

If JAMS is unable to administer the arbitration in accordance with the terms of this Agreement, the parties shall select another arbitration administrator that is able to do so, and if no such arbitration administrator is available, the parties shall select an arbitrator in accordance with the Federal Arbitration Act. If the Federal Arbitration Act does not permit arbitration in accordance with this Agreement, then the matter shall be arbitrated in accordance with state law.

Evidenced by your signature below, you understand that you have the right to rescind your acceptance of this Arbitration Agreement by making such rescission in a writing signed by you and delivered to us within thirty (30) days from the effective date of this Resident Agreement.

Initial SL

Resident #1 Name (printed): Scott Lieberman

Resident's Signature: SL Date: Jul 29, 2021

Resident #2 Name (printed): \_\_\_\_\_

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Representative Name (printed): \_\_\_\_\_

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

Executive Director Name (printed): Stephanie Graham

Signature: Stephanie Graham (Jul 29, 2021 13:20 EDT) Date: Jul 29, 2021

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