

MANDATORY MEALS PROGRAM AT LEWISTOWN EAGLES MANOR

Mandatory Meals as Condition of Occupancy

Before April 1, 1987, HUD-assisted project for elderly and disabled persons were required to participate in a mandatory meal program. Although Eagles Manor will limit working with HUD, it is the policy of Lewistown Eagles Manor that as a condition of occupancy tenants (unless exempt) must purchase meals as approved by national dietary standards. The Manor and each prospective tenant must review the meal agreement before signing. The meals agreement will become part of the Lease Agreement.

Mandatory Meals Agreement

The meals agreement must disclose and explain the following obligations:

- 1) Statement that the tenant's participation in the mandatory meals program is a condition of occupancy and state the number of meals the tenant is required to purchase.
- 2) Duration of the meal agreement.
- 3) Charges for meals effective on the date the agreement is signed.
- 4) Exemptions an owner can grant to a tenant.
- 5) Statement that failure to comply with these obligations will be a violation of the lease and cause for eviction in accordance with the lease agreement.

Charges for Mandatory Meals

Charges are limited to and approved by the Lewistown Eagles Manor Board of Directors. The Manor must provide tenants with a 60-day advance notice of an approved increase in the cost of the meal program.

Mandatory Meal Income

Lewistown Eagles Manor must establish and maintain separate accounting records to show meals, expenses and account balances related to the mandatory meal operations. Tenant's charges for meals must be separated from rent and accounted for as a separate revenue item in the Manor system of accounts.

Mandatory Meal Program Lease Addendum

The Lewistown Eagles Manor Mandatory Meal Program ensures each meal contains one-third of the daily nutritional needs of an adult in a social environment avoiding isolation. Monthly prices for these meals are set forth by the Lewistown Eagles Manor Board of Directors.

Residents are required to purchase meals as follows:

- 1) Three meals a day Monday through Friday.
- 2) Two meals on Saturday's, Sundays, and major holidays.
- 3) Due to walkers and wheelchairs in the dining room, tenants are provided assigned seating for the safety of staff and residents.

A resident's use of a wheelchair, walking support, or similar equipment does not constitute evidence of a resident's incapacity to visit the dining area.

Management, may at the tenant's request, offer a reasonable accommodation of meals delivery for the verifiable condition incapacitating the tenant from visiting the dining room. There may be a charge for meals delivery of \$2.00 per meal for deliveries for reasons other than a physician verified incapacitation.

Absence from the property for seven days or more for hospital care, temporary nursing care, or vacations, entitles the tenants to a credit at \$19.00 per day (31 days in a month).

Mandatory Meal Program Exemptions

Exemptions from the Mandatory Meal Program may be granted under the conditions listed below. Eligibility for exemptions is subject to verification and any exemption granted will remain in effect only for as long as the resident meets the condition for which the exemption was granted.

- 1) A medical condition that requires a special diet. Management must either provide a special diet or grant the tenant a medical exemption within 10 working days of the resident's request and receipt of a physician's documentation. Verification must include the resident's requirement for a special diet for medical condition and a description of the special diet. If management decides to provide the special diet, it will be provided at no additional cost to the tenant.
 - 2) A paying job that requires absence from the project during the time periods of all three meals.
 - 3) Permanently immobile or otherwise incapable of visiting the dining facility.
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MANDATORY MEALS PROGRAM AUTHORIZATION

As head of the household for Unit #_____ I authorize Lewistown Eagles Manor to charge appropriate meal charges for the following individuals(s).

Head of Household

Other family member

Prices for the Mandatory Meals Program are subject to change. A 60-day notice will be provided to residents.

I, _____ agree to the above statement and I understand what is being presented.

Tenant Signature: _____

Date: _____

Management Signature: _____

Date: _____