

Resident/Provider Agreement

THE MARYLAND OFFICE ON AGING URGES YOU TO CONSULT WITH AN ATTORNEY AND A SUITABLE FINANCIAL ADVISOR BEFORE SIGNING ANY DOCUMENTS.

SECTION 1 - PARTIES

- 1.0 This Agreement is made and entered into on this ___ day of _____, 2010 between Assisted Living Centers (hereinafter called Provider) and the following, Resident, responsible family member(s), and/or persons having power of attorney (hereinafter called The Resident) for a term of twelve months. This contract will expire on the __ day of _____, 2011.
- 11.1 The Provider agrees to furnish assisted living care services to the Resident _____ at _____.
This is a non-medical facility. The beginning date of residency: _____.

SECTION 2 - ADMISSION POLICIES

- 2.0 All medical and personal information forms must be completed prior to admission. This includes a written statement from the Resident's primary physician that he/she is free of all communicable diseases.
- 2.1 An admission fee of \$2,000.00 is due at signing for all new Residents. Please make the check payable to Assisted Living Centers.
- 2.2 **THE RESIDENT WILL BE ADMITTED TO THE PROVIDER ON A 10-DAY TRIAL ASSESSMENT BASIS TO DETERMINE THAT THE ARRANGEMENTS ARE IN THE BEST INTEREST OF BOTH PARTIES CONCERNED. IF DURING THE TRIAL PERIOD THE ARRANGEMENT IS DETERMINED NOT TO BE IN THE BEST INTEREST OF EITHER PARTY, EITHER PARTY MAY TERMINATE THE ARRANGEMENTS WITHOUT THIRTY DAYS WRITTEN NOTICE. THE ADMISSIONS FEE WILL BE REFUNDED ON A PRO-RATA BASIS OVER THE 10-DAY PERIOD. THE ROOM AND BOARD WILL BE REFUNDED ON A PRO-RATA BASIS FOR THE GIVEN MONTH IN EFFECT. FOR THE ROOM AND BOARD REFUND TO TAKE EFFECT, ALL THE RESIDENT'S PERSONAL BELONGS MUST BE REMOVED FROM THE FACILITY, UNLESS THE PROVIDER HAS APPROVED OTHER ARRANGEMENTS. AFTER THE 10-DAY TRIAL, THE ADMISSIONS FEE IS NOT REFUNDABLE.**

SECTION 3 - LEVEL OF CARE

- 3.0 Provider is licensed to provide low (Level I), moderate (Level II) and high (Level III) levels of care.
- 3.1 Based on information provided by your doctor and an assessment performed by the Provider, the Resident requires a level of care: **Level** _____. If your care needs change and you require a higher level of care which this Provider is not licensed to provide, we may request a level of care waiver from the Maryland Department of Health and Mental Hygiene in order for the Resident to remain here. If the waiver is not granted, the Provider will give the Resident/Family ample notice that the Resident will be discharged, and will assist in finding an appropriate facility. Refer to **Section 6.1** detailing the need to change rooms or bed assignments.

SECTION 4 - FEES

- 4.0 The Resident will occupy a _____. The monthly charge for this room is \$_____. **THE PROVIDER WILL GIVE THE RESIDENT/RESPONSIBLE PARTY 45-DAYS ADVANCED WRITTEN NOTICE IN WRITING OF ANY INCREASES OR CHANGES IN THIS FEE.**
- 4.1 If the Resident is determined eligible for a subsidy by the Maryland Office on Aging or the Area Agency on the Aging (AAA), the Resident agrees to pay the Provider _____dollars of the total monthly fee per month on the first day of the month. It is understood that either the Office or the AAA will pay the Provider the balance of the monthly fee in the amount of _____ dollars per month, provided that funds are available and that the Resident remains eligible to receive subsidy pursuant to the applicable regulations promulgated by the Office. Provider may not charge or receive from Resident the subsidy amount pending reimbursement from the Office of AAA. This subsidy plus Resident's contribution stated herein constitutes the full amount payable under this agreement. **HOWEVER, IF THE SUBSIDY IS NOT PAID IN FULL TO THE PROVIDER FOR ANY REASON, RESIDENT AGREES TO PAY THE DIFFERENCE TO THE PROVIDER. NO AMOUNT IN EXCESS OF THE SAID AMOUNT SHALL BE CHARGED OR RECEIVED BY THE PROVIDER.**

SECTION 5 - SERVICED PROVIDED

- 5.0 In consideration of your monthly payment, the Provider agrees to provide the following services:
- * Room as stated above to include a bed, bedside table, lamp, dresser and chair, bath and bed linens;
 - * Provide living space, while sharing common areas;
 - * Three nutritious meals plus a snack daily;
 - * Caregiver on duty 24 hours a day;
 - * Supervision and assistance with the taking of medications;
 - * Registered Nurse on call 24 hours;
 - * Housekeeping services;
 - * Laundry and linens;
 - * Personal care services as needed to include bathing, grooming, assistance with dressing, etc.;
 - * Assistance with access to health care, social services, and social activities;
 - * Transportation arranged.

- 5.1 Provider will serve well planned, well prepared meals in accordance with a menu that has been pre-approved by a licensed dietician. The menus are posted for Resident and family review. Meals will be served at designated times in the dining area. Tray/room service will only be available when the resident is ill and unable to come to the dining area. We encourage all residents to eat together.
- 5.2 Personal care services (as stated in 5.0) will be provided as needed. Residents are always encouraged to do as much for themselves as they are able to do.
- 5.3 Provider will have staff available on the premises at all times (24 hour/day, 7 days/week). Staff may be involved with duties but will be aware of the Resident's status and will be available if needed.
- 5.4 Provider will supply and launder all bed linens, towels, and washcloths.
- 5.5 Provider will supply transportation for group trips and activities sponsored by the Provider. Resident's personal appointments or trips are the responsibility of the Resident or family. The Provider can assist with scheduling and transportation to and from appointments, if necessary. A fee will be charged for this service.
- 5.6 The Provider will supervise and assist the Resident with the taking of medications ordered by their doctors. The Resident and family understand that the Provider is not a medical facility and therefore cannot offer a diagnosis of medical problems. If the Resident needs any medication by injection, he/she must be able to self-inject or obtain the assistance of someone qualified to administer at his/her own expense.
- 5.7 Provider will maintain written records of all incidents and observations that may affect the Resident's health and well being.
- 5.8 **PROVIDER WILL NOT HANDLE THE RESIDENT'S FINANCES UNLESS THE PROVISIONS ARE SPECIFICALLY DOCUMENTED IN WRITING AND SIGNED BY BOTH THE RESIDENT/RESPONSIBLE PARTY AND THE PROVIDER. WE DISCOURAGE THE RESIDENT FROM POSSESSING MORE THAN \$100.00 IN CASH. WE ENCOURAGE THAT ALL CASH OR OTHER VALUABLES WHEN NOT IN USE BE SECURED IN THE RESIDENT'S LOCK BOX. THE LOCK BOX IS PROVIDED BY THE FACILITY.**

SECTION 6 - OCCUPANCY PROVISIONS

- 6.0 The Resident is assigned to bedroom #___and bed___.
- 6.1 If it becomes necessary because of health, safety or other considerations to move your bedroom or bed assignment, the Provider will give the Resident and family at least 5 days advance notice. The Provider will consult with the Resident and family regarding the new arrangements. In the event that the Resident's condition deteriorates, the monthly fees may be increased upon reassessment.
- 6.2 If the Resident's care needs become greater than the Provider can safely handle, it may become necessary to transfer the Resident to another facility. In that event, the Resident will be given at least 30 days notice before the transfer and assistance with transitioning to the new facility unless it is deemed an emergency situation and requires immediate action.
- 6.3 The Provider follows the following security provisions to ensure your safety and well-being:
 - * Doors are secured from 9:00 PM to 9:00 AM daily;
 - * All main entrance doors are alarmed with a chime bell to alert staff;
 - * 24 hour available staffing and supervision;
 - * Each Resident has access to a Life Call necklace/call button;

- * Residents are required to notify staff when leaving the facility and the length of absence and
- * No locks are provided on Resident's room doors.

- 6.4 Residents have full use of their own rooms, and the common areas of the facility.
- 6.5 To ensure the Resident's safety and well being, the staff has the right to enter the Resident's room; however, the staff will make every effort to be respectful of your privacy and will always knock before entering.
- 6.6 **THE APPLICABLE DAILY ROOM RATE WILL BE CHARGED TO HOLD A BED IN THE EVENT THE RESIDENT IS ON A LEAVE OF ABSENCE FROM THE FACILITY FOR HOSPITALIZATION, VACATION, OR OTHER REASONS. UNLESS THE BED IS RESERVED, A VACANCY CANNOT BE GUARANTEED WHEN THE RESIDENT RETURNS.**
- 6.7 In the event of an emergency situation that could make it unsafe or unhealthy to continue to provide services at the facility, the Provider will make arrangements to temporarily relocate the Resident.

SECTION 7 - RESPONSIBILITIES OF THE RESIDENT AND/OR RESPONSIBLE PARTY

- 7.0 The Resident/Responsible Party will pay the agreed upon room and board plus any other agreed upon fees by or on the first day of each month. Payment not received by the 1st of each month is considered late. Payment not received by the 10th of each month will be assessed a late fee equal to 7% of the total monthly fees. There will be a \$40.00 charge for any check that is returned by the bank unpaid. Two or more returned checks within the contract period may subject the Resident to forfeit the contract. The Resident/Responsible Party is expected to pay a full month's fee, even during periods of hospitalization, vacations or other periods of absence. **In the event of any default, Resident/Responsible Party will be responsible for any costs of collection including court costs and attorney fees.**
- 7.1 The Resident is encouraged not to keep food in his/her room. Any food that is kept in the Resident's room must be approved by the Provider and kept in airtight containers.
- 7.2 The Resident must inform the Provider when he/she will not attend a meal.
- 7.3 The Resident will provide all personal clothing and toiletries. All clothing and shoes **MUST** be marked with the Resident's name. Please do not give new clothing to the resident until they have been marked. We cannot be responsible for unmarked items. The Resident/Responsible Party will assume all responsibility for repair and/or replacement of clothing and all personal property. The Resident/Responsible Party is also responsible for the dry cleaning of clothing that cannot be laundered in a washing machine. All personal items (including valuables) **MUST** be inventoried by the Resident/Responsible Party within the first week of arrival and the inventory sheet must be completed and given to the Provider. Provider will not be responsible for missing or lost items.
- 7.4 The Resident/Responsible Party is responsible for paying all medical bills and medications incurred by the Resident.
- 7.5 The use of tobacco (except in designated areas) and illegal drugs in any form is not permitted. This a smoke free environment. There will be **NO** smoking in the resident's room or corridors by anyone. The resident will be allowed to smoke in designated areas outside the building. **DO NOT** give any resident matches, lighters or cigarettes. Give them to Management to be stored in the office.

- 7.6 The use of any electrical appliance considered by the Provider to be unsafe or dangerous will not be permitted on the premises.
- 7.7 The Resident/Responsible Party will furnish the Provider with names, addresses, and phone numbers of the next of kin and/or an emergency contact person. The Resident/Responsible Party is also responsible for informing the Provider of any changes to the next of kin/emergency contact information.
- 7.8 This Agreement is not transferable to any other party.
- 7.9 To receive medication administration assistance, the Resident/Responsible Party must submit to a Registered Nurse Assessment on a quarterly basis.
- 7.10 To receive medication administration assistance, the Resident/Responsible Party must submit to a medication assistant check of vital signs.
- 7.11 Immediately, inform the Provider of any changes in medication or treatment plan as a result of a physician's visit or communication.
- 7.12 All sample medications coming from the physician's office or elsewhere must be labeled with RX orders and accompanied by written RX. (May be obtained by fax to the Provider). The Provider uses Northern Pharmacy as its house pharmacy.

Pharmacy:	Northern Pharmacy 6701 Harford Road Baltimore, MD 21234 Tel: (410) 254-2055 Fax: (410) 254-0028	<u>Billing Dept.</u> Tel: (410) 951-1636 Fax: (410) 843-7743
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Northern Pharmacy bills medications directly to the responsible party. Please pay bills directly to Northern Pharmacy Services.

- 7.13 Over-the-counter medications must be labeled and accompanied by written orders. (May be obtained by fax to the Provider).
- 7.14 Residents will not keep medications in their rooms.
- 7.15 Residents/Family Members/Responsible Parties will not use foul language or mistreat/downgrade the staff in any way. Violations may result in the Resident's immediate discharge.

SECTION 8 - RESIDENT'S RIGHTS

- 8.0 A Resident of an assisted living program has the right to:
 - A.
 - 1. Be treated with consideration, respect, and full recognition of the Resident's human dignity and individuality;
 - 2. Receive treatment, care and services that are adequate, appropriate, and in compliance with relevant State, local and federal laws and regulations;
 - 3. Privacy, including the right to have a staff member knock on the Resident's door before entering unless the staff member knows that the Resident is asleep;

4. Be free from mental, verbal, sexual, and physical abuse, neglect, involuntary seclusion, and exploitation;
5. Be free from physical and chemical restraints;
6. Confidentiality;
7. Manage personal financial affairs;
8. Maintain legal counsel;
9. Attend or not attend religious services as the Resident chooses, and receive visits from members of the clergy;
10. Possess and use personal clothing and other personal effects to a reasonable extent, and to have reasonable security for those effects in accordance with the assisted living program's security policy;
11. Determine dress, hair style or other personal effects according to individual preference, unless the personal hygiene of a Resident is compromised;
12. Meet or visit privately with any individual the Resident chooses, subject to reasonable restrictions on visiting hours and places, which shall be posted by the assisted living manager;
13. Make suggestions, complaints, or present grievances on behalf of the Resident, or others, to the assisted living manager, government agencies, or other persons without threat or fear of retaliation;
14. Receive a prompt response, through an established complaint or grievance procedure, to any complaints, suggestions, or grievances the Resident may have;
15. Have access to the procedures for making complaints to:
 - a) The Long-Term Care Ombudsman Program of the Office on Aging as set forth in COMAR 14.11.05,
 - b) The adult protective services of the local department of social services;
 - c) The Licensing and Certification Administration of the Department, and
 - d) The protection and advocacy agencies;
16. Have access to writing instruments, stationary and postage;
17. Receive a prompt reasonable response from an assisted living manager or staff to a personal request of the Resident;
18. Receive and send correspondence without delay, and without the correspondence being opened, censored, controlled, or restricted, except on request of the Resident, or written request of the Resident's representative;
19. Receive notice before the Resident's roommate is changed and, to the extent possible, have input into the choice of roommate;
20. Have reasonable access to the private use of a common use telephone within the facility;
21. Participate in planning the Resident's service plan and medical treatment;
22. Refuse treatment after the possible consequences of refusing treatment are fully explained; and
23. Retain personal clothing and possessions as space permits with the understanding that the assisted living program may limit the number of personal possessions retained at the facility for the health and safety of other Residents.

B. Confidential Information.

1. Any case discussion, consultation, examination, or treatment of a Resident is:
 - a) Confidential;
 - b) To be done discreetly;
 - c) Not open to an individual who is not involved directly in the case of the Resident, unless the Resident or Resident's representative permits the individual to be present.

2. Except as necessary for the transfer of a Resident from the assisted living program to another facility, or as otherwise required by law, the personal and medical records of a Resident are confidential and may not be released without the consent of the Resident or Resident's representative, to any individual who is:
 - a) Not associated with the assisted living program; or
 - b) Associated with the assisted living program, but does not have a demonstrated need for the information.
 3. The assisted living manager shall share Resident information with the Department as necessary to administer this chapter.
- C. Spouses. If it is feasible to do so and not medically contraindicated, when spouses are Residents of the same assisted living program, they may share a room, if both spouses agree to this arrangement.
- D. Service Prohibited. A Resident may not be assigned to do any work for the assisted living program without the Resident's consent and appropriate compensation, unless the Resident declines to be compensated.
- E. Notice of Resident's Rights. An assisted living program shall place a copy of the Resident's rights, as set forth in this regulation, in a conspicuous location, plainly visible and easily read by Residents, staff and visitors, and provide a copy to each Resident and Resident's representative on admission.

SECTION 9 - DISCHARGE POLICY

9.0 The Provider may terminate this Agreement before its expiration for the following reasons:

With thirty days notice if:

1. Behavior by the Resident constitutes a substantial threat to the Resident or other Residents;
2. The Resident/Resident Representative does not pay the fee as agreed.

Without thirty days notice (immediately):

1. There is a change in the Resident's health which requires a higher level of care and services than the Provider is authorized to provide;
2. An emergency situation exists which would present a substantial risk of death or immediate and serious physical harm to a Resident.

9.1 **THE RESIDENT/RESIDENT REPRESENTATIVE MAY TERMINATE THIS AGREEMENT FOR ANY REASON UPON THIRTY DAYS WRITTEN NOTICE TO THE PROVIDER. FEES WILL BE DUE UNTIL THE END OF THE THIRTIETH DAY. IN THE EVENT OF A RESIDENT'S DEATH, FEES WILL BE TERMINATED THE LAST DAY OF THE MONTH THAT THE DEATH OCCURS. AFTER THIRTY DAYS, IF PERSONAL BELONGINGS HAVE NOT BEEN COLLECTED, IT WILL BE ASSUMED THAT THEY ARE UNWANTED AND WILL BE DISPOSED OF BY THE PROVIDER.**

9.2 Family members and/or person(s) with Power of Attorney signing this Agreement consent to its terms and guarantee performance of all obligations undertaken by the Resident hereunder.

9.3 In the event that any provision of this Agreement is declared to be illegal or invalid, only such provision shall be affected. This Agreement shall then be construed and enforced as if such provision had not been contained herein and all other provisions not directly dependent thereon shall remain in

full force and effect. Any and all legal expenses incurred by the Provider on behalf of the Resident shall be the sole responsibility of the Resident/Resident Representative.

SECTION 10 - COMPLAINT AND GRIEVANCE PROCEDURES

- 10.0 A copy of the Residents Rights is embedded in this Agreement (**See Section 8**). The Provider will honor and respect the Resident's rights.
- 10.1 Residents have the right to make suggestions, register complaints or present grievances about the care or services they or another Resident receives here. Residents may address these concerns to the Assisted Living Program Manager or you may contact the Assisted Living Complaint Unit at (410) 764-2752.
- 10.2 If the Resident's concern is directed to the Assisted Living Program Manager, the Resident will receive a response to the concern within 5 days. If the Resident is not satisfied with that response or if the Assisted Living Program Manager does not respond to you, the Resident may contact the Assisted Living Complaint Unit at (410) 764-2752.
- 10.3 The Responsible Party acknowledges that he or she has received and has reviewed the Resident Agreement and has had an opportunity to ask any questions the Responsible Party may have.

SECTION 11 - WAIVERS

- 11.0 The Administration has advised against a Resident leaving the facility without direct supervision of the facility staff. However, if the Resident is independently capable to leave the facility and insist on the right to take unsupervised leaves of absence, the Resident and responsible parties waive all potential claims of liability against Assisted Living Centers and its officers, agents and employees.
- 11.1 The Resident and/or responsible party give permission to the Provider to contact all doctors necessary or to call 911 in case of emergency if management or staff is unable to reach the responsible party.
- 11.2 Assisted living was developed to provide an alternative to nursing homes, emphasizing quality of life, for our nation's elderly. With this choice each resident and their family must understand the rewards, the risks, and the shared responsibilities inherent in this type of living environment.

Assisted living is often described with terms such as "autonomy and independence", "dignity and respect" and "freedom of choice". If you choose to reside in our community, each resident and their family members has chosen our quality of life setting rather than a medical or institutional care setting. With your desire to remain as independent as possible there are potential risks. **WE DO NOT PROVIDE 24-HOUR SKILLED NURSING CARE. AS PART OF THIS RESIDENT AGREEMENT, YOU AND YOUR FAMILY MEMBERS ACKNOWLEDGE THAT SOME OF THESE INHERITED RISKS TO INJURY ARE BEYOND OUR CONTROL.**

BECAUSE EACH RESIDENT IS NOT CONSTANTLY MONITORED, THE RISK OF BODILY INJURY FROM FALLS AND ACCIDENTS IS A COMMON REALITY. IF YOU HAVE SUSTAINED A PREVIOUS FALL PRIOR TO MOVING IN OUR COMMUNITY THERE REMAINS AN EVEN HIGHER RISK OF

FALLING AGAIN. For the cognitively diminished resident, the risk of wandering into a non-secure area is also present. Any resident that sits in a wheelchair for extended periods of time, has a history of skin breakdown, or spends extended periods of time in bed has a high risk of skin breakdown caused by pressure. Although these are some of the more common inherited risks in the aging process there can be additional risks depending on each resident's needs, diagnosis, and medical condition. Assisted living is what its name implies "assistance in living". Twenty-four (24) hour skilled nursing care is not and will not be provided.

In summary, we want you and your family members to be informed of the inherent risks we often cannot control, as we respect your decision to retain your independence and maintain your quality of life.

INITIAL ON THE LINE BELOW WHICH OPTION YOU WOULD PREFER:

PLEASE NOTIFY THE RESPONSIBLE PARTY AFTER EVERY FALL.

OR

PLEASE NOTIFY THE RESPONSIBLE PARTY ONLY IF AN INJURY OCCURS FROM A FALL.

SECTION 12 - RESPONSIBLE PARTY INFORMATION

CONTACT PERSON:

NAME

MAILING ADDRESS

PHONE#

GUARANTOR:

NAME

MAILING ADDRESS

PHONE#

RESPONSIBLE PARTY:

NAME

MAILING ADDRESS

PHONE#

BILLING INFORMATION:

NAME

MAILING ADDRESS

A change in address may be effected by written notice given by one party to the others.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT on this _____ day of _____, 2010.

RESIDENT:

Assisted Living Centers

Signature of Resident Date

Signature/Title of Provider Date

Signature of Responsible Party Date

Signature of Guarantor Date

WITNESS:

RESIDENT EMERGENCY INFORMATION SHEET

NAME: _____ DATE OF ADMISSION: _____

SSN: _____ DOB: _____

IN CASE OF EMERGENCY, CONTACT: _____

ALLERGIES/REACTIONS: _____

DOCTOR: _____ PHONE: _____ FAX: _____

ADDRESS: _____

HOSPITAL PREFERENCE: _____

PHONE: _____

MEDICARE #: _____ MEDICAID #: _____

INSURANCE #: _____

LIVING WILL ON FILE:

YES () NO () CODE _____ NO CODE _____

FUNERAL HOME: _____

PHONE: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

LIST OF MEDICATIONS ATTACHED

Baltimore County Department of Aging Data Requirements

Name: _____

Age: _____

Race: _____

Primary Impairment: _____

Part of Subsidy Program: _____

Date Entered Facility: _____

Former Housing: _____

Mission Statement

All of our facilities: Hampton Meadows, LifeSpring, Rolling Meadows, Sudbrook Park, and Woodholme Springs, are large “turn of the century” homes specializing in assisted living care. Our goal is to maintain a “home away from home” atmosphere as well as to ensure high quality and appropriate resident care by objectively and systematically identifying, maintaining, and evaluating the needs of our residents. We provide a warm family atmosphere and welcome visits from our resident’s family and friends. Hampton Meadows, LifeSpring, Rolling Meadows, Sudbrook Park, Woodholme Springs are licensed by the State of Maryland, and certified for level I, level II level III care for our residents.