



Asheir Homes

Assisted Living

Providing Quality Care from the Heart

RESIDENT AGREEMENT

You are strongly encouraged to have your attorney or other representative review this agreement before signing.

PARTIES

This agreement is between Asheir Homes and _____

LEVEL OF CARE

Asheir Homes is licensed to provide low, moderate and high levels of care.

Based on information provided by your doctor and an assessment performed by this Facility, you require a level _____ of care. If your care needs to be changed and the Facility is not licensed to provide them, we may request a level of care waiver from the Department OHQC in order for you to remain here. If the waiver request is not granted, we will give you ample notice that you will be discharged and will assist you in finding an appropriate Facility. You will be reassessed for level of care forty-five (45) days after you move in.

FEES

The monthly fee for your care and services at ASHEIR Home- Potomac is:

_____ / month

**“Payments made to: 20 Riverwood LLC for Potomac Facility
or Asheir Homes, LLC for Germantown Facility**

This monthly fee includes services as included in the uniform disclosure statement and the services listed below:



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The following fees are due upon admission:

One-time none-refundable community fee of \$ [REDACTED]. *Is due in full before admission*

Routine Monthly Fee for first month will be prorated based on admission date.

In the event the level of care need increases, the rate for the higher level of care will apply effective the date of which the level of care increased.

The Facility will give 30 days' advance notice in writing before any increase or change in fees.

Respite: Fee is plus \$50/night based on the room that will be occupied. Minimum 30 days stay is required

SERVICES

In consideration of your monthly payment, the Facility agrees to provide the following services:

- a. Private room which includes a bed, bedside table, dresser chair;
- b. Three (3) meals a day plus snacks;
- c. Personal care services which include assistance with eating, personal hygiene, transferring, toileting and dressing;
- d. Laundry and housekeeping services;
- e. Assistance with access to health care and social services;
- f. Reminders or physical assistance to Resident's who can self-medicate.

OCCUPANCY PROVISIONS

You are assigned to Room [REDACTED]

If it becomes necessary because of health, safety, or other considerations to move your bedroom or bed assignment, the Facility will give you at least five (5) days advance notice; you will be given the opportunity to participate in the relocation decision. If your care needs become greater than the Facility can safely handle, it may become necessary to transfer you to another Facility. In that event, you will be given at least thirty (30) days' notice before the transfer and we will assist with transitioning to your new home.



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1. Safe deposit boxes with locks are available for your use in securing personal belongings.
2. This Facility follows the following security provisions to ensure your safety and well-being:
 - a. Alarmed entry and exit.
 - b. Requirement to notify staff when leaving Facility and length of absence.
 - c. Requirement to sign in and out of log book when leaving and returning to the premises.
 - d. Requirement for all visitors to sign in and out of visitor log book.
 - e. No locks on Resident's' room doors.
 - f. Monitored alarms by security and law enforcement is deployed as necessary.
3. Residents have full use of their own rooms, and the common areas of the Facility.
4. To ensure your safety and well-being, the staff has the right to enter your room; however, the staff will make every effort to be respectful of your privacy and will always knock before entering.
5. In the event you are on a leave of absence from the Facility for hospitalization, vacation, or other reason, the Facility will hold your bed until your full monthly payments are no longer received, in which case your bed will no longer be held for you.
6. In the event of an emergency which could make it unsafe or unhealthful to continue to provide services at the Facility, the Facility will decide to temporarily or permanently relocate you to an appropriate Facility that is able to meet your care needs.
7. When resident share a room, in the event of one resident's discharge or death, the agreement may be modified by Asheir Homes
8. The Resident rules of the Facility are attached to this agreement & incorporated by reference.
9. Resident's do not have the right to destroy or damage any of the Facility's belongings. The resident/responsible party will be responsible for replacement of any damaged property.



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The following special admission and/or discharge conditions apply:

ADMISSION & DISCHARGE POLICIES

You may be discharged from the Facility for the following reasons:

- None-payment of fees.
- Health or safety.
- Increased care needs beyond the scope of Assisted Living Facility.
- Harmful to self or others.
- In the event the Facility decides to discharge you, you will be given thirty (30) day prior notice to date of discharge. In the event you are discharged due to a health emergency, the Facility may not be able to give you thirty (30) day notice.
- A minimum stay of six (6) months is required unless there is a health care emergency.
- If you wish to leave the Facility (*applies to long term Resident's*), you are required to give thirty (30) days' notice prior to the date you wish to terminate the agreement. Community fee will not be refundable.
- If you are leaving because of health emergency, thirty (30) days advance notice is not required.
- Date of death is considered a 30-day notice.

COMPLAINT AND GRIEVANCE PROCEDURES

- A copy of the Resident rights is attached and incorporated by reference into the agreement. This Facility will honor and respect your rights.
- You have the right to make suggestions, register complaints, or present grievances about the care or service you or another Resident receives here. You may address these concerns to Assisted Living Program Manager or you may contact the Assisted Living Complaint Unit at 410-764-2752.
- If your concern is directed to the Assisted Living Manager, you will receive a response to your concern within five (5) days. If you are not satisfied with that response or if the Assisted Living Manager does not respond to you, you may contact the Assisted Living Complaint Unit at 410-764-2752.



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MISCELLANEOUS PROVISIONS

- Facility is responsible for arranging for or overseeing your care and for contracting for services including equipment and supplies not provided by the Facility.
- Facility is responsible for monitoring your health status.
- The Facility will **NOT** handle your finances for you if you are unable. You or your responsible party must make other arrangements to manage your finances.
- If for any reason you have not taken your personal property with you upon discharge, the Facility will pack up your belongings and safely store them for fourteen (14) days. If you or your family have not retrieved them within fourteen (14) days of discharge, your property will be disposed of.
- This is non- smoking Facility. No smoking by Resident's, staff, or visitors is allowed on Asheir Homes premises or grounds.
- Resident's may go to an Adult Day Care if they so choose. Resident or responsible party pays for transportation and escort.



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The Resident (or Responsible Party) Agrees To:

- Abide by all rules and regulations of the Facility;
- Provide personal clothing and effects as needed,
- Be responsible for all hospital, physician, blood test, x-rays, pharmaceutical, medical supplies and equipment, transportation, and other related charges not included in the daily rate,
- Pay the agreed-upon basic rate on or by the first of each month by certified check or direct deposit or money order,
- Pay all costs and attorney fees if there is a law suit.
- Departs from the Facility promptly if requested by the physician or administrator, and to pay all expensed incurred in such removal,
- The Facility will not be responsible for storage. The Facility is authorized to dispose of belongings or charge a rate equal to the regular daily rate for storage, not to exceed fourteen (14) days of charges before disposal (i.e. Facility will hold Resident's belongings for no more than one fourteen (14) days,
- Day escort provided to accompany the resident to a physician's office must be paid for by the resident or responsible party at the going hourly rate, for the number of hours of the total transportation to and from physician office and actual physician visit time,
- Payment for personal services such as (but not limited to), hairdresser, dry cleaning, newspaper and personal TV repairs or upgrades, and any services, medical or otherwise, not ordered by the physician or approved by the Facility, which are not included in the daily rate.

Agent/Resident Signature

Date



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Standard Waiver

It is understood that the Facility will exercise such reasonable care as the Resident's condition require. The Facility, however, is not insurer of the Resident's safety or welfare and assumes no liability for such. The Facility is released from any responsibility for the Resident's care should he/she leave the premises temporarily or permanently. This release includes any liability that may result from injury and damages to the resident or to other persons that may be a result of actions on the part of the Resident.

The Facility is not liable for loss or damage to personal property, including (but not limited to), money, jewelry, clothing, documents, dentures, appliances, etc.

All personal items should be marked with Resident's identification.

The Facility does not make assurance of any kind that Medicare, Medicaid, or other insurance will cover Resident's care, and the Resident releases the Facility, its agents, and employees from any liability or responsibility in connection with such coverage. The Facility may assist Resident's in determining of whether or not care may be covered and in submitting claim forms, but this assistance does not relieve the Resident of liability for changes and payments if care is not covered or is only partially covered.

The Facility shall not be liable for any claims or damages caused by the Resident's lack of compliance or misconduct. The Resident shall indemnify the Facility and hold the Facility, its subsidiaries and/or affiliated companies harmless for any loss or damages, liability, or expense including reasonable attorneys' fees and costs, due to claims for personal injury or property damages in connection with or arising out of the fault of the Resident such as: a) The Resident's negligent, gross negligent, intentional or willful acts of misconduct, or b) The Resident's violation of his/her obligations under this Agreement. The Resident's obligation shall survive the expiration or termination of this agreement by either party for any reason.

Release Information

The Resident hereby authorizes the Facility to release any and medical (or otherwise pertinent) information to any person or corporation that has an interest in, under contract to the Facility, Resident, Agent, responsible party, and/or family member. Such information includes, but is not limited to, the Resident's medical record, and information pertinent to the filing of insurance forms or other required forms.

This information may be released to the Facility's legal counsel, liability insurer, the Social Security Administration, or its intermediaries or carriers, Workers Compensation carriers, welfare funds, hospitals, or medical service companies. The Resident authorizes that payment of authorized benefits be made on his/her behalf



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Services Not Provided Under This Agreement

- All prescriptions and over the counter medications, must be paid for directly by the Resident, or the Resident's Insurance, Resident's Agent, or Resident's family.
- Asheir Homes has arrangements with a local pharmacy to have Resident's prescriptions filled and delivered to the Facility on a regular basis, but Asheir Home, Potomac is not responsible for payments to any pharmacy or for such services.
- If Resident's or the Agents are supplying their own medication, they must ensure medication are bubble wrapped and that at least one (1) week is extra supply of medication is provided to Asheir Home: Potomac.

In case medications are not supplied in a timely manner, Asheir Home: Potomac reserves the right to order the required medications through Asheir Home's Pharmacy of choice and the Resident or Resident Agent will be responsible for the payment of the medications.

- The purchase or rental of specialized medical equipment and /or supplies must be paid for directly by the Resident, Resident's Agent, or Resident family.
- Special services, such as (but not limited to) Physicians/ Physical Therapy/ Occupational Therapy/ Speech Therapy/ Dentist/Podiatrist/Audiologist/ Lab & X-rays/ Hospice, are offered with outside consultant. Medicare Part B, Resident or Resident Agent/Family will be responsible for the payment of these services
- The cost of diapers, Depends, tuckable, wipes, gloves or any other medical or nursing supplies used or needed by the Resident, must be paid for directly by the Resident, Resident's Agent, or Resident's family. In case supplies are not supplied in a timely manner, Asheir Home, Potomac reserves the right to provide the required supplies or if Resident /Resident's Agent would prefer Asheir Homes to provide these supplies, Asheir Home, Potomac will provide the required supplies through Asheir Home's vendor of choice and the Resident or Resident's Agent or family will be responsible for the payment of these supplies.
- All personal items, such as replacement clothing, toothbrushes, toothpaste, shaving supplies, shampoo, tissues, deodorants, etc. In case supplies are not supplied by Resident/Resident's family in a timely manner, Asheir Home, Potomac reserves the right to provide the required supplies or if Resident /Resident Agent would prefer Asheir Homes to provide these supplies, Asheir Home, :Potomac will provide the required supplies through Asheir Home- Potomac vendor of choice and the Resident or Resident's Agent will be responsible for the payment of these supplies.
- International telephone calls.
All visits to and from hairdressers, beauticians, Asheir Home- Potomac arranges with hairdressers and beauticians to come to the Facility and attend to Resident's requests for their services. The service provider bills these services directly to the Resident or Resident's Agent. The hairdresser/beautician fee normally ranges from \$20.00 - \$85.00 per visit.
- All subscriptions to, special order magazines and or newspaper, and other publications.



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- The disposal of Resident’s property upon discharge or demise of Resident.

By signing this agreement, you have indicated acknowledgment and receipt of the Resident rules and agree to abide by these rules.

THE PARTIES HAVE EXECUTED THIS AGREEMENT

On _____, 2019
Date

Resident or Responsible Party:

Name Relationship to Resident Signature

Name of Facility: **ASHEIR Homes- Potomac- 20 Riverwood Ct, Potomac, MD 20854**

Pam Heir ALM/Director _____
ALM Name *title* *ALM Signature*



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RESIDENT RIGHTS

A. Resident of an Assisted Living Program Has the Right to:

- (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) Participate in planning the Resident's service plan and medical treatment;
- (3) Choose a pharmacy provider, subject to the provider's reasonable policies and procedures with regard to patient safety in administration of medications;
- (4) Refuse treatment after the possible consequences of refusing treatment are fully explained;
- (5) 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;
- (6) Be free from mental, verbal, sexual, and physical abuse, neglect, involuntary seclusions, and exploitation;
- (8) Be free from physical and chemical restraints;
- (9) Confidentiality;
- (10) Manage personal financial affairs to the extent permitted by law;
- (11) Retain legal counsel;
- (12) Attend or not attend religious services as the Resident chooses, and receive visits from members of the clergy;
- (13) 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;
- (14) Determine dress, hairstyle, or other personal effects according to individual preference, unless the personal hygiene of a Resident is compromised;
- (15) 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;
- (16) Make suggestions or 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;



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(17) Receive a prompt response, through an established complaint or grievance procedure, to any complaints, suggestions, or grievances the Resident may have;

(18) Have access to the procedures for making complaints to

- a) The Long-Term Care Ombudsman Program of the Department of Aging as set forth in COMAR 32.03.02;
- b) The Adult Protective Services Program of the local department of social services;
- c) The Office of Health Care Quality of the Department;
- d) The designated protection and advocacy agency, if applicable.

(19) Have access to writing instruments, stationery, and postage;

(20) Receive a prompt, reasonable response from an assisted living manager or staff to a personal request of the Resident;

(21) 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;

(22) Receive notice before the Resident's roommate is changed and, to the extent possible have input into the choice of roommate;

(23) Have reasonable access to the private use of a common use telephone within the Facility;

(24) 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 another Resident.



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B. Confidential Information

- (1) Any case discussion, consultation, examination, or treatment of a Resident is
 - a. Confidential;
 - b. To be done discreetly; and
 - c. Not open to an individual who is not involved directly in the care 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 other Facility as necessary to administer this chapter.

c. 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.

Adult Medical Day Care.

- a. Adult day care attendance may be encouraged.
- b. Adult day care attendance or attendance at any other structured program shall be voluntary not mandatory.
- c. Adult medical day care availability and policies shall be disclosed in the assisted living program's admission agreement.



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BED HOLD

In case of unavoidable or optional absences such as hospitalizations, recuperative stays in other settings, or vacation, Asheir Homes will hold the Resident's bed for as long as the Resident continues to make full monthly payments as agreed upon in the original contract. If payments are five (5) or more days late, the Resident's contracted stay at Asheir Homes can be immediately terminated and a 5% late fee will apply.

EMERGENCY

In the event of an emergency of an emergency, provisions have been made with other Assisted Livings/Nursing Home for Resident's to stay and be cared for until emergency is no longer in effect, and Resident's are safely able to return to Asheir Homes.

Medications cannot be administered to a Resident by a spouse or domestic partner, when both parties reside in the same assisted living program

RESIDENT'S RECEIPT OF INFORMATION

I, _____ have received the information regarding policy and procedures of Asheir Homes. I understand what I have read and agree to follow all the Facility's house rules and procedures mandated by the Department of Health and Mental Hygiene as well as the local health department. I understand that I may ask someone for assistance with anything that I do not understand and that I may ask for a copy of anything I have read.

Signature

Date



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Visitation Policy

Resident can meet or visit privately with any individual he/she chooses, subject to reasonable restrictions on visiting hours and places, which shall be posted by the assisted living manager.

VISITATION HOURS

EVERYDAY: 8am – 7pm

We request that visitors honor and respect their loved ones' dignity by visiting between 8am and 7pm to allow them time to get bathed and dressed in the morning and get to bed in a timely manner so that they can get their needed rest.