



## RESIDENCY AGREEMENT

This Residency Agreement (“Agreement”) is made by and between **ALPINE HOUSE OF MAPLE HEIGHTS** (hereinafter referred to as “ALPINE HOUSE”, “Facility” or “Us” or “We”) located at 5500 Northfield Rd, Maple Heights, OH 44137 and \_\_\_\_\_ (hereinafter referred to as “Resident” or “You”).

We have accepted your Application for Residency and have agreed to provide you with residence and services, in accordance with the terms and subject to the conditions set forth in this Agreement. In consideration for the same, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and we agree as follows:

Your residence is identified by the Unit number in Exhibit 1 of this Residency Agreement. You may move into your residence (the “Unit”) as of the date (the “Occupancy Date”) listed in Exhibit 1.

### ARTICLE I

#### Resident Evaluation

**A. Qualification for Residency.** The FACILITY may only accept or retain an individual to be a resident if management determines, in its sole discretion, it is able to provide appropriate services and the individual meets the requirements set forth by state law. The FACILITY is not required to admit or retain the Resident or to contract with the Resident for services, if the FACILITY determines, in its sole discretion that it cannot meet the Resident’s needs or the Resident fails to meet the requirements as set forth by law.

**B. Physician’s Report.** Prior to move-in, the Resident will provide the FACILITY a completed Physician’s Report (the “Physician’s Report” on a form provided by the FACILITY. This Report will include a physical examination conducted within thirty (30) days prior to move-in and must demonstrate that the Resident meets criteria for residency. After move-in, the FACILITY may require a Physician’s Report, acceptable to the FACILITY, following any hospitalization, when the FACILITY determines that the Resident’s health condition warrants, or as required by law.

**C. Psychiatric Examination.** In addition to the Physician's Report, the FACILITY may require a report of a current psychiatric examination (the “Psychiatric Examination”) prior to move-in if the Resident is taking psychotropic drugs, or has a history of aggressive behavior, to determine if the Resident's needs can be met in an Assisted Living Program and to assist in the Resident's care plan. After move-in, the FACILITY may require a psychiatric consultation when the FACILITY, along with the Resident's personal physician, determines that the Resident's health condition warrants. Failure to comply with the request for a consultation after move-in may result in a termination of this Agreement.

**D. Assessment.** The level of assisted living services required by the Resident is determined through an assessment (“Assessment”) of the Resident. The Assessment is performed by

designated team member/s and includes an evaluation of each Resident's specific needs. It covers areas such as: mobility, skin care, eating habits, oral hygiene, continence, cognitive behavior, and medication. This Assessment, along with the Physician's Report, provides the basis for identifying the Resident's Service Level.

The Assessment is performed when the Resident desires to move into the FACILITY, and is performed again (i) when additional assisted living services may be needed, (ii) upon the Resident's change in condition or (iii) upon a Resident's return from the hospital or other care facility. The Resident, his/her family, and any Responsible Party named in this Agreement will be informed of changes in the Resident's condition and any additional assisted living services needed, and are encouraged to participate in the review, assessment, and care plan process.

**E. Resident Service Plan.** A Service Plan will be developed based on the Physician's Report, the Psychiatric Examination (if applicable) and the Assessment. The Resident's service plan will be developed with the Resident and/or any individual the Resident designates, including any Responsible Party. The service plan will outline the services the Resident is to receive.

**F. Change in Resident's Condition.** If the Resident's condition changes so that the previously assessed level of services is no longer appropriate, the FACILITY will reevaluate the Resident's needs to determine which level of service is appropriate and notify the Resident/Responsible Party of such reevaluation. The rate charged will vary according to the level of service provided. Should the Resident wish to decrease the services received, prior approval from the FACILITY is required. Changes in services provided will be reflected in a revised service plan.

**G. Notification of Third Parties.** In the event that the Resident requires emergency services or experiences a significant change in condition, the FACILITY will attempt to contact the Responsible Party or other individual designated by the Resident, immediately. The Resident is responsible for ensuring that the FACILITY has current telephone numbers for the individuals to be notified.

## ARTICLE II

### Responsibilities and Representations of the Resident

**A.** The Resident will use the Unit only for residential dwelling purposes.

**B.** Smoking is not allowed in any Resident Unit. Smoking is only allowed in designated "Smoking Areas." Whether to designate any Smoking Areas is within the sole discretion of the FACILITY. The FACILITY may require residents to be supervised when smoking.

**C.** A live-in companion is considered an additional person living in the Unit and is required to pay the Base Fees associated with the Resident's Unit.

**D.** Resident agrees to maintain the Unit in a clean, sanitary and orderly condition. Resident will reimburse the FACILITY for the repair or replacement of furnishings and fixtures in the Unit beyond normal wear and tear. In addition, Resident will reimburse the FACILITY for loss or damage to real or personal property of the FACILITY caused by pets or the negligence or willful misconduct of the Resident or the Resident's agents, guests, or invitees.

**E.** Any damage to carpeting in the Resident's Unit, other than normal wear and tear, including stains and/or odors due to incontinence or pets, will result in the carpet being professionally cleaned, repaired or replaced by the FACILITY. The FACILITY will have the right to determine whether the carpet needs to be repaired, cleaned, or replaced. The Resident shall be responsible for the cost of the repairing, cleaning, or replacing the carpet.

**F.** The Resident will not alter or improve the Unit without the prior written consent of the FACILITY. Upon the termination of this Residency Agreement, the Resident will be required to return the Unit to the original condition at his/her own expense prior to the expiration of any applicable notice periods.

**G.** The Resident will notify the FACILITY promptly of any defects in the Unit, common areas or in the FACILITY's equipment, appliances, or fixtures.

**H.** FACILITY employees or agents may enter the Unit at any reasonable time in order to provide services to the Resident, to perform building inspection and maintenance functions, to show the Unit to prospective residents, with the Resident's permission, and otherwise to carry out the FACILITY's obligations under this Residency Agreement. Resident shall allow entry into the Unit at any time to the FACILITY's employees or agents when they are responding to the medical alert system, fire alert system or other emergency. FACILITY personnel will respect the Resident's privacy and make their presence known (except in an emergency) when entering the Unit and will schedule the entry in advance whenever possible.

**I.** The Resident will vacate the Unit at the termination of this Agreement, remove all of the Resident's property, and deliver possession of the Unit and any furniture, equipment, appliances, and fixtures supplied by the FACILITY, to the FACILITY in good condition, ordinary wear and tear excepted. The Resident will pay the cost of removing and storing any property of the Resident remaining in the Unit after the termination of this Residency Agreement.

**J.** The Resident will comply with all guidelines established by the FACILITY regarding resident conduct in the FACILITY (the "FACILITY Guidelines"), which shall be deemed incorporated herein. The FACILITY Guidelines may be amended from time to time as the FACILITY determines to be appropriate.

**K.** Residents are not allowed to keep any pets.

**L.** If at any time the Resident wishes to use a motorized vehicle he/she must execute a Motorized Vehicle Addendum available upon request.

**M.** The Resident agrees to maintain his/her own personal physician.

**N.** The Resident and Responsible Party understand and agree that the Administrator or designee may restrict an individual's visitation rights or bar an individual from entering the FACILITY if it is determined that the individual is disrupting the care of the Resident, the care of other residents or if the presence of the individual has a negative effect on a resident's physical or psychosocial well being.

**O. Medical Information and Updates.** The Resident agrees to provide the FACILITY with medical and emergency information as we request, and to inform us of any changes in the same. This information includes, but is not limited to: the name, address and phone number of your treating physician, health care providers, emergency contacts, guardian or power of attorney, current medications, insurance information and hospital preference. The Resident also agrees to sign medical releases for us to obtain information from your physicians and health care providers, as we deem necessary to determine the services you need, to monitor your health status, and/or to perform any of our duties, responsibilities or obligations under this Agreement.

The Resident's signature on this Agreement authorizes the FACILITY to release the Resident's medical information to his/ her physicians or other health care providers, to his/ her Case Manager, to his/ her designated family member(s), if any, to any ambulance company or emergency unit providing transport services to the Resident, to any facility in which he/ she is transferred, and/or to any other person or entity as required by law.

**P. Furnishings.** The Resident Unit includes the following items listed that will remain the property of the FACILITY at all times:

- |                          |                   |                          |
|--------------------------|-------------------|--------------------------|
| i. One mini-refrigerator | ii. One microwave | iii. One wardrobe closet |
| iv. _____                | v. _____          | vi. _____                |
| vii. _____               | viii. _____       | ix. _____                |

The Resident is expected to provide his/ her own clothing, personal effects, personal property, furniture and other items at his/ her own expense, as needed or desired, subject to the restrictions outlined in the Resident Handbook and, if applicable to the Resident, as required under the Waiver Program. Furnishings may also be obtained from the facility, please see **Exhibit-2** for more details. Some residents participating in the Waiver Program may be eligible for community transition service to obtain needed furniture and household items to make their unit functional and personal.

**Q. Personal Property.** The Resident will provide a list of all personal property owned by the Resident in the FACILITY. The Resident will be responsible to provide an updated list to the FACILITY notifying any changes in the list. FACILITY is not responsible, inside or outside the Resident Unit, for any theft, loss or damage to any personal property which is owned by the Resident, his/ her family, friends, and visitors/guests or outside service providers, unless such theft or damage is caused by a FACILITY employee. In that event, the resident must submit a written claim for the theft or damage to the main office and after confirmation of the same, the resident will be reimbursed for the replacement value of the personal property. In order to protect their personal property, Residents are required keep their Units (and cars, if applicable) locked at all times.

**R. Self- Administered Medications.** A resident if fully capable of self-administering his/ her own medications is allowed to store medications in his/ her Unit. The Resident must ensure that his/ her medications are not accessible at any time to any other resident.

### ARTICLE III Financial Arrangements

**A. Fees.** The Resident will pay to the FACILITY the fees indicated on Exhibit 1 for the unit and level of service, and any additional services provided to the Resident as per rates indicated on Exhibit 2. Residents participating in the Ohio Assisted Living Medicaid Waiver (“Waiver Program”) are not responsible for service level fees. If you are enrolled under the Waiver Program, the program is responsible for the service level fees, as determined by the tier assignment and authorized by your Waiver Program Case Manager (“Case Manager”).

**B. Move-in Fee.** The Resident will pay to the FACILITY a non-refundable one-time Move-in Fee (the "Move-in Fee") in an amount indicated on Exhibit 2, subject to the provisions of this Article III.B. The Move-in Fee covers administrative costs associated with the Resident’s move-in: the cost of performing the Resident’s comprehensive service level assessment including nursing, physician, pharmacy and social/activity evaluations: and preparation of the Resident’s individualized service plan. In addition, the Move-in Fee covers expenses associated with the upkeep and maintenance of the FACILITY’s common areas and refurbishment of the Unit when the Resident vacates it upon termination of the Residency Agreement.

**C. Special Assessments.** The FACILITY reserves the right to assess charges for special circumstances outside the FACILITY’s control, such as sharp increases in costs of utilities or other necessary expenses. The FACILITY shall provide the Resident at least thirty (30) days’ written notice (or such additional days’ notice as may be required by law) prior to the imposition of such special assessments.

**D. Payment Schedule.** Prior to or on the Occupancy Date, the Resident shall pay the FACILITY for the first month prorated based upon the date of occupancy (as given on Exhibit 1) and a one-time Move-in Fee (as listed on Exhibit 2). Thereafter, the resident will be responsible to make payments in full for the living unit and service level (as given on Exhibit 1) on or before the first day of the calendar month for each month of residency in advance based upon the daily rate multiplied by the number of days of the particular month. Fees for Additional/ Optional Services will be invoiced to Residents and will be due for payment in full in net 30 days.

**E. Late Payment Charge.** If the Resident’s account is not paid in full (Unit and Service Level Fees) by the first of the month, or in net 30 days for the Fees for Additional/ Optional Services, a late payment charge will be assessed on the outstanding balance of one and one-quarter percent (1¼%) per month until paid. This periodic rate is equivalent to an annual percentage rate of fifteen percent (15%). The Resident will pay all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the FACILITY in collecting amounts past due under this Residency Agreement.

**F. Increases in Fees and Charges.** Annual increases in the Resident’s then current Fees will be implemented on January 1<sup>st</sup> of each year. Notice of any increase in the “ Base Fee” (Unit Fees) listed in Exhibit 1, or the “ Fees for Additional/ Optional Services” listed in Exhibit 2, will be provided to the Resident in writing thirty (30) days prior to the effective date of the increase. The Resident will pay all applicable new or increased fees and charges, unless the Resident terminates this Residency Agreement in accordance with Article IV of this Residency Agreement, effective prior to the effective date of the fee or charge increase. If the FACILITY agrees at the request of the Resident to provide additional services, or optional services/

amenities as given under Exhibit 2, or if the Resident has a change in functional/ medical status, also requiring additional services and a change in the level of care, no advance notice requirement will apply to any fees or charges relating to such services. **The Resident shall be responsible for the cost of the additional services due a change in the level of care, i.e., the “Service Level Fee” (Exhibit 1), and/ or for any “Fees for Additional/ Optional Services” when he/she begins receiving such services (Exhibit 2).** Items/ services covered by the “Service Level Fee” are explained in Exhibit 1A.

**G. Fees during Resident Absence.** During an absence from the FACILITY, the Resident is responsible for payment of the Base Fee and all Service Level Fees through the third day of full absence (starting following the day of partial stay). Beginning with the fourth day of absence, the Resident will not be responsible for service level fees above the Base Unit Rate.

Residents participating in the Waiver Program are not responsible for service level fees.

**H. Unit Hold.** The payment of the Base Fee and Service Level Fees as applicable and explained under (G.) of this article, reserves the unit during the Resident’s temporary absence from the facility. During an absence from the FACILITY, the Resident’s Unit will be held for the Resident provided that, upon return, the Resident continues to meet the FACILITY’s admission criteria and all fees and charges incurred by the Resident have been paid.

**I. Resident Overpayment.** If a Resident has a qualified absence as given under (G.) of this Article resulting in an overpayment of his/ her Service Level fees paid in advance for the month, the amount shall be applied to the monthly fees (Base Fee and/ or Service Level Fees) for the following month. If the overpayment resulted due to the Resident’s death or discharge from the FACILITY, the applicable overpayment shall be refunded within 30 days from the date of the Resident’s death, transfer or discharge.

**J. Refund upon Closing.** In the event the FACILITY ceases to operate, the Resident will be entitled to a pro rata refund of any prepaid amounts for services covering the period after the building has closed.

**K. Utilities.** All utilities, except for in-room telephone, internet and cable television services, are included in the Resident’s Monthly Fees (Exhibit 1). The Resident is solely responsible for contracting and paying for in-room telephone, internet and cable TV services (and all related costs and expenses) directly through telephone and cable providers of your choice. The FACILITY is not responsible for any interruptions of any kind or nature of any of the utility services or any damages resulting there from including, but not limited to, interruptions or damages caused by the utility providers or by an act of God.



## ARTICLE IV

### Term, Transfer and Termination

**A. Term of Residency Agreement.** This Residency Agreement shall commence on the date set forth on the first page of this Agreement (“Effective Date”) and will continue on a month-to-month basis, unless the Residency Agreement is terminated as provided herein.

**B. Non-Renewal.** As a month-to-month Contract, FACILITY may elect not to renew the Contract upon thirty (30) days written notice to the Resident.

**C. Transfer to another Setting.** If the Resident needs care beyond what can be provided in the FACILITY, the Resident and any Responsible Party shall, upon written notification from the FACILITY, make arrangements for transfer to an appropriate care setting. If the Resident’s treating physician, his/ her Case Manager (if on Waiver Program) and/or the FACILITY nurse determines that the Resident requires hospitalization or other specialized services not available at the FACILITY or that the FACILITY is not appropriate for the Resident, for any reason, then in accordance with Ohio law, the Resident will be required to transfer to another suitable facility, and this Agreement will be terminated thereafter. In the event the Resident and/or his/ her Case Manager refuses to arrange such transfer, then the FACILITY will arrange the Resident transfer to a setting of its choice and the Resident will be responsible for all costs and expenses associated with the same and all charges incurred at the new location.

In addition, the Resident hereby specifically releases and agrees to indemnify and hold the FACILITY and its employees, officers, partners, agents, representatives, affiliates, subsidiaries, successors and assigns harmless from any and all liabilities whatsoever for any damages or injuries that may occur as a result of such transfer and/or while the Resident’s transfer is being arranged and implemented, unless such damages or injuries are directly caused by the FACILITY’s negligence.

The FACILITY reserves the unqualified right to make emergency transfers deemed necessary, in its sole discretion, to preserve the health and well-being of the Resident and/or that of other residents or staff.

**D. Termination.** The FACILITY may terminate this Residency Agreement prior to the expiration of its term, upon thirty (30) days prior written notice (“FACILITY Notice Period”) to the Resident and the Responsible Party for one of the following reasons, as determined by the FACILITY:

1. The Resident:
  - a. Does not meet the residency requirements established by the state
  - b. Presents an imminent physical threat or danger to self or others;
  - c. Requires more than intermittent skilled nursing care or the skilled nursing care provided by the FACILITY. To be considered intermittent, the skilled care may be rendered for not more than eight hours a day or 40 hours per week. Intermittent nursing services may not be delivered for more than a total of 120 days in any twelve-month period regardless of any transfer or discharge from the FACILITY;

- d. Fails to pay fees and charges when due, or breaches any representation, covenant, agreement, or obligation of the Resident under this Agreement;
  - e. Fails to accept additional services when it is in the best interest of the Resident to have these services provided to him/her;
  - f. Has health care needs that cannot be met in the FACILITY, for reasons such as licensure, design or staffing, as determined by the FACILITY;
  - g. Fails to comply with the FACILITY Guidelines;
  - h. Is habitually disruptive, creates unsafe conditions, or is physically or verbally abusive to other residents or staff; or
2. The Resident's family, guardian, Responsible Party, or guest is habitually disruptive, creates unsafe conditions, or is physically or verbally abusive to the detriment of the welfare of the Resident, other residents or staff; or
  3. The Resident's personal physician has determined that the Resident needs other services, not available at the FACILITY; or
  4. The FACILITY is closed.
  5. Notwithstanding the foregoing, the FACILITY may terminate this Residency Agreement for health or safety reasons, consistent with state law or in the event of a FACILITY emergency or a Resident emergency, as determined by the FACILITY. If this Residency Agreement is terminated for these reasons, the FACILITY will not be required to provide prior written notice.

**E. Termination by Resident.** The Resident may terminate this Residency Agreement, upon thirty (30) days prior written notice to the FACILITY ("Resident Notice Period"), for any reason.

1. In the event of the death of the Resident, this Residency Agreement will terminate on the first full day after all articles are removed from the Unit. In the event of a medical emergency, as determined by the FACILITY, this Residency Agreement shall terminate effective fourteen (14) calendar days after FACILITY receives notice, provided all articles are removed from the Unit by that date.

**F. Refunds.**

1. In the event the FACILITY terminates this Residency Agreement and the Resident vacates the Unit before the FACILITY Notice Period is over, the FACILITY shall refund the Resident a prorated amount of the paid Base Fee, and the Service Level Fees for the unused portion of the FACILITY Notice Period.
2. In the event the Resident terminates this Residency Agreement, the Resident will be liable for all charges accrued or incurred for the entire length of the Resident Notice Period, regardless of whether the Resident vacates the Unit prior to the expiration of the Resident Notice Period.

**G. Removal of Personal Property.** Upon termination of this Agreement, the Resident, Resident's designated individuals, Resident's estate or other representative must vacate and remove all of resident's effects and property from the Unit as soon as possible. The Resident or his/ her estate will remain liable for the Base Rate given in Exhibit-1 until: (i) all personal effects and property are removed from the Unit; (ii) the Unit is vacated in good condition (normal wear and tear excepted); and (iii) all keys are returned to the FACILITY's Office.



Any property remaining in your Unit five (5) days after the Resident's Unit is vacated will be deemed abandoned and the FACILITY reserves the right, in its sole discretion, to dispose and/or store such property, at the Resident's expense, without liability of any kind to the Resident, his/her estate, his/her heirs or assigns.

Upon signing this Agreement, the Resident agrees to provide the FACILITY with the names, addresses and telephone numbers of two individuals designated by him/ her to ensure compliance with this provision and agrees to advise the FACILITY's Administrator if there are any changes in the same.

**H. State Law.** All of the provisions of this Article IV are subject to current and future provisions of applicable state and local laws related to transfers and terminations/discharge.

## **ARTICLE V**

### **Miscellaneous Provisions**

**A. Choice of Accommodations.** In the event that the Unit of the Resident's choice is not immediately available, an alternate Unit will be made available and the Resident will be charged the rate customarily associated with such Unit. Once the Resident's desired Unit becomes available the Resident will be allowed to move into the desired Unit in accordance with the FACILITY's policy and the rate set forth in Exhibit 1, will apply. If, in the sole discretion of the FACILITY, it is determined that there has been a change in Resident's care needs such that another Unit or neighborhood in the FACILITY is more suitable, Resident agrees to relocate to that Unit or neighborhood, subject to availability.

**B. Grievance Procedure.** The FACILITY's Grievance Reporting Procedures is set forth in Exhibit 3.

**C. Insurance.** The Resident is responsible for maintaining at all times his or her own insurance coverage, including health, personal property, liability, automobile (if applicable), and other insurance coverages in adequate amounts. This includes renter's insurance. The Resident acknowledges that neither FACILITY nor the Owner of the real estate is an insurer of the Resident's person or property.

**D. Maintenance and Repairs.** The Resident acknowledges that he or she has had an opportunity to inspect the Unit and the Resident accepts the Unit in its "as is" condition. The FACILITY will deliver and maintain the Unit in a fit and habitable condition and will maintain all common areas in a clean and structurally safe condition, and will maintain all equipment, appliances, and fixtures, other than the personal property of the Resident, and all electrical, plumbing, heating, ventilating, and air conditioning equipment in good and safe working order and condition. Temporary interruption of such utility services may occur periodically due to factors outside of the FACILITY's control or due to repairs, maintenance or replacement of equipment.

**E. Notices.** Any notices to be given under this Residency Agreement will be deemed to have been properly given when delivered personally or when mailed by first class mail, postage prepaid, addressed as follows:

1. If to the Resident: addressed to the Unit or to such other address as the Resident may designate by notice.
2. If to the FACILITY: addressed to the Administrator of the FACILITY or to such other address as the FACILITY may designate in writing.

**F. Assignment.** The Resident's rights and obligations under this Contract are personal to the Resident and cannot be transferred or assigned, without the prior written consent of the FACILITY. The rights and obligations of the FACILITY may be assigned to any person or entity, without the prior consent of the Resident. The FACILITY may engage another person or entity to perform any or all of the services under this Contract.

**G. Ownership Rights.** The Resident has no ownership interest or proprietary right to the Unit, nor to the personal property, land, buildings, improvements or other FACILITY facilities provided under this Residency Agreement. This Residency Agreement shall not be construed to be a lease or to confer any rights of tenancy or ownership in the Resident. The Resident's rights under this Residency Agreement are subject to all terms and conditions set forth herein and subordinate to any mortgage, financing deed, deed of trust, or financing lease on FACILITY premises. Upon request, the Resident agrees to execute and deliver any instrument requested by the FACILITY or the owner or holder of any such document to affect the sale, assignment, or conveyance thereof, provided that by so doing the Resident shall not be required to prejudice his/her rights under this Residency Agreement.

**H. Guests.** The Resident's guests shall at all times abide by the FACILITY's policies, including the FACILITY Guidelines. The FACILITY reserves the right to take appropriate enforcement action if the FACILITY determines that the guest is failing to follow such FACILITY policies. The Resident shall be responsible for the charges incurred by any actions of any guest. Guests are not allowed to stay overnight in the resident's unit.

**I. Weapons.** For the safety and well-being of all residents and staff, no weapons, including, but not limited to guns and knives, are to be brought into the FACILITY at any time. This policy applies to Resident guests as well.

**J. Arrangement for Guardianship or Conservatorship.** If it appears that you may not be able to care properly for yourself or your property, and if you have made no other designation of a person or legal entity to serve as guardian or conservator then FACILITY may apply to a court of law to appoint a legal guardian or conservator. Alternatively, if other persons seek appointment as your legal guardian or conservator, FACILITY may be required to participate in such proceedings. You agree to pay all attorney's fees and costs incurred by FACILITY in connection with such action(s).

**K. Resident Rights.** The Resident and Responsible Party(s) have been advised of and have received a copy of the "Resident Rights and Responsibilities," which is attached as Exhibit 4 and made part of this Residency Agreement.

**L. Admission Policy.** Residents are admitted to the FACILITY without regard to race, color, creed, national origin, sex, religion or handicap.

**M. Assurance of Confidentiality.** The FACILITY acknowledges that the Resident's personal and medical information are confidential. The FACILITY shall maintain the confidentiality of the Resident's personal and medical information in compliance with state and federal law.

**N. Examination of Records.** Representatives of the agency responsible for licensing or certifying the FACILITY, the Area Office on Aging, any agency acting under their guidance, and other authorized local or state licensing or regulatory agencies may inspect the Resident's records that are on file at the FACILITY as a part of their evaluation of the FACILITY.

**O. Amendment.** Subject to any provision of this Agreement to the contrary, no modification, amendment, or waiver of any provision of this Residency Agreement will be effective unless set forth in writing and signed by the FACILITY Administrator and the Resident. However, the FACILITY reserves the right to amend this Agreement at any time in order to conform to changes in federal, state, or local laws or regulations.

**P. Entire Agreement.** This Residency Agreement, including the Exhibits hereto, and subject to Article V -T. below, constitutes the entire agreement between the parties and it supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein.

**Q. Waiver.** Neither delay nor failure in requiring strict compliance by the Resident with any of the terms of this Residency Agreement shall be construed to be a waiver by the FACILITY of such term, or of the right to insist upon strict compliance by the Resident with any of the other terms of this Residency Agreement.

**R. Severability.** If any provision of this Residency Agreement is found invalid or otherwise unenforceable, the other provisions of this Residency Agreement shall remain binding and enforceable.

**S. Governing Law, Partial Illegality.** This Agreement shall be construed in accordance with the laws of the State of Ohio. If any portion of this Agreement is determined to be illegal or not in conformity with applicable laws and regulations, such part shall be deemed to be modified so as to be in accordance with such laws and regulations, and the validity of the balance of this Agreement shall not be affected.

**T. Accuracy of Application Documents.** As part of the Resident's application to the FACILITY, the Resident has filed with the FACILITY an application form. The Resident warrants that all information contained in these documents and any other document supplied to the FACILITY as part of the application process is true and correct, and the Resident understands that the FACILITY has relied on this information in accepting the Resident for residency at the FACILITY. Any misrepresentation or omission made by the Resident or on the

Resident's behalf, whether written or verbal, shall be grounds for the FACILITY's termination of this Agreement upon thirty (30) days prior written notice to the Resident.

**U. Subordination.** The Resident acknowledges and agrees that this Agreement shall be subject and subordinate to the lien of any mortgage, deed of trust or other security instrument now or hereafter placed on the FACILITY's real estate, building, furnishings and equipment, and all advances, extensions, modifications, replacements and changes thereof. In the event of foreclosure or sale, the Resident shall attorn to the purchaser and recognize such purchaser as the FACILITY's nominee under this Agreement and further agrees to sign all instruments that may be necessary to confirm this subordination and attornment.

**V. Binding Effect.** This Agreement is binding on, and shall inure to the benefit of, the parties and their respective heirs, administrators, executors, representatives, successors and permitted assigns.

**W. Assignment.** You may not assign or transfer this Agreement, in whole or in part, to any other person or entity. We reserve the right to assign or transfer this Agreement to any nominee or successor-in-interest selected by us.

**X. Advance Directives.** It is the policy of the FACILITY to ask all prospective residents if they have executed any "advance directives." Advance directives can include a health care power of attorney, a living will, or other documents which describe the amount, level or type of health care the Resident would want to receive at a time when the Resident can no longer communicate those decisions to a doctor or other health professional. It also includes documents in which the Resident names another person who has the legal authority to make health care decisions for the Resident. If the Resident has executed any such documents, or if the Resident executes any such documents while living at the FACILITY, it is the Resident's responsibility to advise the FACILITY's staff of these documents, and to provide copies to the FACILITY. If the Resident has such documents, and has provided copies of them to the FACILITY, the FACILITY will provide copies of the documents to other health care professionals who may be called to assist the Resident with his/her health care needs. If the Resident executes such documents, and later changes or revokes them, it is the Resident's responsibility to inform the FACILITY, so that the FACILITY can assist the Resident in communicating the Resident's health care choices to other professionals.

**Y. Review of Documents and Policies.** The Resident and the Responsible Party named in this Agreement acknowledge(s) that they have received copies of, and have reviewed, this Residency Agreement between the FACILITY and the Resident and all Exhibits. The Resident and the Responsible Party further acknowledge(s) that the FACILITY has explained to him/them the FACILITY's policies and procedures for implementing residents' rights and responsibilities, including the grievance procedure (attached as Exhibit 3) and the Resident has been offered the opportunity to execute advance directives.

**Z. Responsibility for Third Party Contractors/Health Services.** The Resident has the right to receive services from third-party contractors consistent with the FACILITY's policies and state law. All third-party contractors must comply with the FACILITY's rules and policies. The

FACILITY has no responsibility to screen third party contractors and the FACILITY is not responsible for care provided by third-party contractors to the Resident. The Resident shall indemnify the FACILITY and its owners, directors, agents, employees and contractors against any losses, costs, expenses, claims, liabilities, damages, or judgments, including without limitation, legal fees, court costs, expert fees, and similar expenses incurred, which may be asserted against, imposed upon or incurred by the other party as a result of the negligence or intentional conduct of the third-party contractor. The FACILITY reserves the right to bar any third-party contractor from the FACILITY.

The Resident hereby indemnifies, holds harmless and releases the FACILITY and its owners, directors, agents, employees, and contractors from any and all liability, cost, and responsibility for injury and damage, including attorneys' fees, arising from the Resident's failure to obtain, or from the failure of others to furnish, nursing, health care or personal care services, and from all injury and damages which could have been avoided or reduced if such services had been obtained or furnished or as a result of the Resident/Responsible Party's negligence, intentional wrongdoing or breach of his/her contractual obligations.

**A1. Waiver of Liability.** The Resident shall indemnify and hold harmless the FACILITY, its owners, officers, directors, members, affiliates, employees, contractors, and agents (collectively "Owners") from and against any and all costs, expenses, damages, losses, claims, demands, and liabilities of any kind (including reasonable attorney fees) (collectively "Damages") arising from or in connection with any acts or omissions of the FACILITY or the Resident, unless such Damages resulted solely from the willful or grossly negligent misconduct of the FACILITY. Such Resident acts or omissions shall include, but not be limited to, the Resident's refusal to accept personal care, medical care, or other treatment, or any other item or service deemed necessary by the FACILITY or by any other treating health professional. The Resident, Designated Person, and the Resident's Power of Attorney acknowledge that the FACILITY is a residential living environment, not a skilled care or medical facility. Residents may suffer falls or other injuries from choosing to live in a residential environment, but this does not constitute inadequate care, negligence, or any other fault on part of the FACILITY, its staff, administrators, and owners. Resident recognizes that the FACILITY, its staff, administrators, and owners do not have total control over the acts of other residents, visitors, or outside subcontractors, or the ability to provide total assurance of physical safety from injuries. The resident plays a significant role in his or his own care and safety, and the FACILITY does not make any guarantees regarding the health of residents. In spite of best efforts by the FACILITY, it is possible for the Resident to be injured just as if the Resident were living in the Resident's own home. The Resident, the Resident's heirs, assigns, POA's, or Designated Person, waive all claims for injuries to the Resident or any other person in and about the FACILITY and will hold the FACILITY harmless for any damage or injury to any person arising from the use of the premises by Resident. Residents with a diagnosis of dementia and/or behavior of eloping from the building are at risk to injuries and /or death from a variety of possible causes, including the weather, automobiles, accidents, etc. that are beyond the control of the FACILITY. The Resident, his or his heirs, assigns, POA's, or Designated Persons waive all claims for injuries to person in and about the FACILITY and will hold The FACILITY harmless for any damage or injury to any person arising from the elopement from the premises by Resident.

**ARTICLE VI**  
**Services Available to Residents at the FACILITY**

**A. Services Available at the FACILITY.** The services and programs described in the following pages of this Agreement are available to residents, as determined by the FACILITY following the Assessment process described in Article I.

**B. Services Not Provided by the FACILITY.** The FACILITY does not provide any services not described in this Agreement. The FACILITY is not responsible for furnishing or paying for any health related services, items or supplies not expressly specified in this Agreement. However, certain services such as salon services, eyeglasses, dentures, podiatric care, psychiatric consultation, physician services, physical therapy, speech therapy, and occupational therapy, private duty care givers, prescription medications, physician services, prosthetic devices and mechanical aides in some cases may be arranged through the FACILITY. Any such services and items will be billed to the Resident by the provider/ supplier of such services directly.

If you are enrolled in the Waiver Program, your case manager will work with you to obtain needed services and supplies through third party sources such as Medicare and Medicaid state plan services.

**C. Emergency Services.** The Resident authorizes the FACILITY to obtain emergency health care services for the Resident, at the Resident's expense, whenever, in the FACILITY's sole discretion, such emergency services are deemed necessary. The FACILITY shall notify any Responsible Party, as soon as possible after such emergency where health care services have been provided.

**Agreement and Review of Documents and Policies.**

You acknowledge that you have received a copy of, and have reviewed this Residency Agreement and the following specific information:

1. Facility's emergency procedures (including evacuation route and tornado procedures)
2. The **Resident Handbook**;
3. The **Resident Grievance Procedure** (attached as Exhibit 3);
4. The **Resident Rights and Responsibilities and Residency Guidelines** (attached as Exhibit 4);
5. Information on **Advance Directives** ( as given in the Resident Handbook), set forth in Article V, paragraph X of this Residency Agreement;
6. Your financial responsibilities toward the FACILITY (Exhibits 1, 1A, 1B, 1C and 2);
7. A description of the health care programs (Exhibit 5)
8. Consent to Photograph (Exhibit 6)
9. Smoking & Alcohol Use Policy (Exhibit 7)
10. No-marijuana/ unauthorized drug use Policy (Exhibit 8)



You acknowledge that the FACILITY has explained the terms of this Residency Agreement to you. You agree to the terms of this Residency Agreement by signing in the space provided below:

**FACILITY:**

\_\_\_\_\_  
Signature Administrator

\_\_\_\_\_  
Resident

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

\_\_\_\_\_  
Responsible Party (if applicable)

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

**EXHIBIT 1**

**SCHEDULE OF FEES (PER RESIDENT)**

**Base Fee (Unit Fee)**

UNIT TYPE	Your Unit	DAILY RATE	MONTHLY BASE FEES BASED ON # DAYS		
			30-DAY	31-DAY	28-DAY
Waiver	<input type="checkbox"/>	\$ 28.80	\$ 864.00	\$ 864.00	\$ 864.00
Private Pay/ Other	<input type="checkbox"/>	\$ 34.00	\$ 1020.00	\$ 1054.00	\$ 952.00

**Service Level Fee-  N/A, if resident on Medicaid Waiver)**

LEVEL OF CARE	Your Level of Care	DAILY RATE	MONTHLY SERVICE FEES BASED ON # DAYS		
			30-DAY	31-DAY	28-DAY
BASIC	<input type="checkbox"/>	\$ 55.00	\$ 1650.00	\$ 1705.00	\$ 1540.00
INTERMEDIATE	<input type="checkbox"/>	\$ 66.00	\$ 1980.00	\$ 2046.00	\$ 1848.00
ADVANCED	<input type="checkbox"/>	\$ 77.30	\$ 2319.00	\$ 2396.30	\$ 2164.40

**Continenence Program-  (N/A, if resident on Medicaid Waiver)**

Residents are responsible for all incontinence supplies.	DAILY RATE	MONTHLY SERVICE FEES BASED ON # DAYS		
		30-DAY	31-DAY	28-DAY
	\$ 7.00	\$ 210.00	\$ 217.00	\$ 196.00

**Waiver Clients Liability Obligation (CLO)**

Applicable only to Medicaid Waiver Clients	DAILY RATE	MONTHLY SERVICE FEES BASED ON # DAYS		
		30-DAY	31-DAY	28-DAY
	\$	\$	\$	\$

**TOTAL FEES (BASE FEE + SERVICE LEVEL FEE + CONTINENCE PROG. + CLO)**

DAILY TOTAL	MONTHLY TOTAL FEES BASED ON NUMBER OF DAYS		
	30-DAY	31-DAY	28-DAY

\_\_\_\_\_  
Signature Administrator

\_\_\_\_\_  
Resident  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Responsible Party (if applicable)

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

**EXHIBIT 1A**  
**SERVICE LEVEL FEE COVERAGE**

**The Service Level Fee pays for the following amenities/ services:**

**A. Standard for All Service Levels:**

- Three nutritious meals (regular) and snacks as needed. FACILITY does not prepare/ supervise special or complex/ therapeutic diets.
- In-room housekeeping once a week
- Free/ unlimited use of resident laundry facilities for personal items (supplies not provided) based on a first come- first serve basis
- Laundry services for personal and non-personal (facility provided linen etc.) once a week (supplies not provided)
- Toilet paper and soap at the sink as needed
- Shared use of common areas: lobby, courtyard, back porch, common area TVs, etc.
- Furnished unit with 1 microwave, 1 mini-refrigerator, 1 wardrobe closet, 1 trash can with liners
- Use of one telephone on a first come- first serve basis

**B. Services based on Levels of Care/ Assistance Provided (based on Health Assessment by Facility nurse/ physician report):**

**EXHIBIT 1B**

**RESPONSIBLE PARTY ADDENDUM**

THIS Addendum (“Addendum”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and among \_\_\_\_\_ (hereinafter referred to as the “Resident”), \_\_\_\_\_ (the “Responsible Party”) and Alpine House of Toledo (“FACILITY”), Manager for Owner.

**RECITALS**

WHEREAS, the Resident desires to live in the Unit, or already lives in the Unit (the “Unit”) identified in a Residency Agreement between FACILITY and the Resident (the “Residency Agreement”) of which this Addendum is made a part; and

WHEREAS, FACILITY is willing to enter into the Residency Agreement if the Resident identifies an individual who is willing to provide certain assistance to or on behalf of the Resident in the event that such assistance is necessary, and who is willing to pay the Resident’s financial obligations to FACILITY under the Residency Agreement in the event that the Resident does not make payments when due; and

WHEREAS, the Responsible Party has agreed to provide such assistance and to pay such obligations if and as necessary. In consideration of the foregoing, the parties agree as follows:

- A. In the event that the condition of the Resident makes such assistance necessary or advisable, the Responsible Party, upon the request of the FACILITY, will:
  - 1. Participate as needed with the FACILITY staff in evaluating the Resident’s needs and in planning and implementing an appropriate plan for the Resident’s care;
  - 2. Assist the Resident as necessary to maintain the Resident’s welfare and to fulfill the Resident’s obligations under the Residency Agreement;
  - 3. Assist the Resident in transferring to a hospital, nursing home, or other medical facility in the event that the Resident’s needs can no longer be met by the FACILITY;
  - 4. Assist in removing the Resident’s personal property from the Apartment/Unit when the Resident leaves the FACILITY;
  - 5. Make necessary arrangements, or assist the legally responsible person in making necessary arrangements, for funeral services and burial in the event of death.
- B. In the event that the Resident fails to pay any amount or amounts due to the FACILITY under the Residency Agreement, the Responsible Party hereby agrees to pay the FACILITY all amounts due from the Resident under the Residency Agreement, as it may be amended from time to time, including any amounts resulting from increases in fees or charges authorized by the Residency Agreement. The Responsible Party agrees to pay the FACILITY within thirty (30) days of receiving each notice from the FACILITY of nonpayment by the Resident.
- C. The Responsible Party acknowledges that he/she has received and has reviewed a copy of the Residency Agreement, and has had an opportunity to ask any questions the Responsible Party may have.
- D. The Recitals hereto are incorporated in this Addendum as if set forth herein.

IN WITNESS WHEREOF, the undersigned have duly executed this Addendum, or have caused this Addendum to be duly executed on their behalf, as of the day and year first above written.

\_\_\_\_\_  
Signature Administrator

\_\_\_\_\_  
Responsible Party

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

\_\_\_\_\_  
Resident Name

**EXHIBIT 2**

**FEES FOR ADDITIONAL/ OPTIONAL SERVICES\***

**Move-in Expense (one-time)**..... \_\_\_\_\_

**Additional Furniture costs (if provided by facility)**..... \_\_\_\_\_

**Transportation**

Facility transportation to doctor appointments *within a 10- mile radius* is provided (there is no additional charge for facility transportation for doctor appointments, however chaperone service rates for accompanying staff member will apply). Facility will make arrangements to and from doctor appointments. When facility transportation is not used, residents will be responsible for transportation charges.

**Utilities**

Resident will be responsible for own telephone/ internet and cable charges for their units. There is no additional charge for common area TV/ telephone/ computer usage. Water, heat and electricity are included in base rate.

**In-Room Meal Delivery**

(After 3rd day of illness) \$3.00/delivery

**Key Replacement**

\$10.00/per key

**Chaperone/ One-on-one Services**

\$15/hour (minimum charge one-hour then billed in increments of .25 hour)

**Laundry**

*Resident will be responsible for laundry supplies. Assistance is provided by the facility once a week (included in base rate).* Additional laundry services by facility staff: \$ 15.00 per hour (minimum charge one-hour then billed in increments of .25 hour)

**Housekeeping**

*Cleaning of unit once a week (included in base rate).* Additional housekeeping services by facility staff: \$ 15.00 per hour (minimum charge one-hour then billed in increments of .25 hour)

**Furnishings**

If needed by the resident, facility will provide the following: individual bed with mattress, bed linen (at least two sheets, a pillow and pillow case, a bedspread, and one blanket), bedside table, personal reading lamp, bureau, dresser, waste basket with liners, chair with arm support, bath linen (two full towels, two face towels, and two washcloths), shower curtain, basic toiletry items, and paper products. A rental fee may be applied for some items.

**Incontinence Supplies**

Residents are financially responsible for all incontinence supplies.

**Other**

Residents are financially responsible for all living expenses that are not been covered under the Service Level Fee. These include- credit card debt, supplemental insurance premiums, salon services, extra groceries in addition to meals/ snacks provided by the facility, medication co-pay, over-the-counter medication, personal items such as razor, lotion, shampoo, etc.

\*May not apply to ALF Waiver clients



**EXHIBIT 3**

**Resident Grievance Reporting Method/s**

The FACILITY encourages all residents and family members to express their complaints about the FACILITY and to suggest remedies or improvements in its policies and services. The FACILITY will try to be responsive to reasonable concerns and suggestions. We also encourage residents and family members to let staff know when services and policies are satisfactory and should continue unchanged. The FACILITY team members are expected to listen courteously and respectfully to complaints. If team members are able to do so, they will attempt to explain the reason for the procedure or incident in question. If the resident is not satisfied, team members will explain the FACILITY’s steps for making a complaint which are as follows:

1. Discuss the concern or complaint with the facility manager/ administrator of the FACILITY. Residents are encouraged to use the “Grievance/ Concern Form”. If there is no resolution to the matter or residents do not feel comfortable discussing the matter with the Administrator, then,
2. Discuss the concern or complaint to the Corporate Compliance Officer at 1440 S. Byrne Rd. Toledo, OH 43614, or call 419-799-1585.
3. If there is no satisfaction at that point, then the resident may contact the Governing Board at 1 (866) 468 7302.
4. The resident may also contact the following agencies:
 

State Licensing Authority	Ombudsman
Ohio Department of Health	Ohio Long Term Care Ombudsman
Telephone Number: (614) 466-3543	Telephone Number: 1-800-282-1206
5. Another way residents may air grievances is through the monthly Resident Council meetings.

At no time will any team member of the FACILITY take any improper action against a resident for making a complaint, whether or not the complaint is valid. The FACILITY will consider dismissing any employee who is found to be threatening, ignoring, humiliating, retaliating, or discriminating against residents who voice complaints.

Whenever any team member observes what appears to be a violation of resident rights or a violation of any of the laws and regulations under which the FACILITY must operate, whether or not a resident has actually voiced a complaint, the team member is immediately expected to correct the situation, if possible. If the team member is unable to do so, he/she is to bring the problem to the attention of the Administrator or Administrative Team Member on Call who will ensure corrective action and, when required, notify authorities.

It is the policy of the FACILITY to provide service to all person without regard to race, color, national origin, disability, or age in compliance with 45 CFR Parts 80, 84, and 91, respectively. Concerns of a discriminatory nature must be submitted in writing to the Administrator within thirty (30) days after becoming aware of the alleged discriminatory act. The Administrator shall issue a written decision determining the validity of the complaint no later than thirty (30) days after its filing. The administrator or a member of your health care team will indicate other agencies and phone numbers you may wish to utilize as appropriate, including the US Department of Health & Human Services Office for Civil Rights in your area.

Received by (Resident/ Responsible Party) \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT 4

### Policy: Personal Rights (Resident Rights & Responsibilities)

#### A. Resident Rights

Staff will observe and respect the personal rights of all residents residing in the facility.

#### Procedure

Staff respects each resident's personal rights which include, but are not limited to, the right:

1. To be accorded dignity in his/ her personal relationships with staff, residents, and other persons.
2. The right to a safe and clean living environment.
3. To be free from corporal or unusual punishment, humiliation, intimidation, mental abuse, or other actions of a punitive nature, such as withholding of monetary allowances or interfering with daily living functions such as eating or sleeping patterns or elimination.
4. Leave or depart the facility at any time and to not be locked into any room, building, or on facility premises by day or night.
5. To visit the facility prior to residence along with his/her family and responsible persons.
6. To have his/her family or responsible persons regularly informed by the facility of activities related to his care or services including ongoing evaluations, as appropriate to the resident's needs.
7. To have communications to the facility from his/her family and responsible persons answered promptly and appropriately.
8. To be informed of the facility's policy concerning family visits and other communications with residents.
9. To have his/ her visitors, including ombudspersons and advocacy representatives permitted to visit privately during any hour and without prior notice, provided that the rights of other residents are not infringed upon.
10. To wear his/ her own clothes; to keep and use his/ her own personal possessions, including his/her toilet articles; and to keep and be allowed to spend his/ her own money.
11. To have access to individual storage space for private use.
12. To have reasonable access to telephones, to both make and receive confidential calls. The FACILITY may require reimbursement for long distance calls.
13. To mail and receive unopened correspondence in a prompt manner.
14. To receive or reject medical care, or other services.
15. To move from the facility.
16. To have the freedom of attending religious services or activities of his/her choice and to have visits from the spiritual advisor of his/her choice.

## **B. Resident Responsibilities**

The resident has the responsibility:

1. To provide complete and accurate information about illness, hospitalization, medications, and other matters pertinent to your health.
2. To treat the staff and other residents with respect.
3. To participate in and follow your service/ care plan.
4. To provide a safe environment for self and other residents.
5. To cooperate with staff and ask questions if you do not understand instruction or information given to you.
6. To pay the FACILITY for services rendered to you in a timely manner and, if applicable, assist the FACILITY with billing and/or payment issues and to help with processing third party payment.
7. To inform the FACILITY of any problems or dissatisfaction with services.
8. To utilize the FACILITY's property appropriately and as authorized.
9. To safeguard medications stored in his/ her unit from being accessed by other residents.

## C. Residency Guidelines

The following requirements and criteria must be met by the resident in order to be accepted for residency at the FACILITY and must be maintained in order to continue such residency:

1. Meet the FACILITY's age requirement for admission;
2. Must have the financial resources to pay the monthly fees as stated under Article III of the Agreement and amount identified in Exhibit- 1, or any addendum based upon changes or additional services rendered to him/ her;
3. Must not require more services than FACILITY offers;
4. Accepts the care/ service plan, based on a health and functional assessment performed by the facility's nurse, or developed by the assisted living waiver case manager with the resident and in collaboration with the facility; and recognizes the care/ service plan may be modified as changes occur in his/her cognition and or physical health; and is willing to transfer temporarily or permanently (as applicable) to a more appropriate setting that is capable of treating an acute illness or a condition beyond the scope of FACILITY's services;
5. Is able and agrees to function as independently as possible to support self determination and maintain the highest level of physical and mental health;
6. Must communicate and behave in a socially acceptable manner, including the ability to maintain an acceptable level of hygiene, with or without services provided by FACILITY; and, in a manner that is not disruptive, unsafe, threatening or upsetting to the facility's staff, residents or others, or in a manner that may cause harm to him/herself or any person or property;
7. Must not be bedridden with limited potential to improve (if not receiving hospice care);
8. Must not require more nursing and skilled nursing care than permitted under the Ohio residential care facility rules and regulations;
9. Must be free from any present infectious disease, must submit to tuberculin testing prior to or upon admission, and must submit to annual tuberculin testing thereafter, as required by and in accordance with the residential care facility rules and regulations;
10. Must submit to an initial health assessment conducted by the resident/applicant's physician within 90 days prior to admission and a functional assessment by an FACILITY nurse, as required by the regulations, to determine the type of services needed; must also sign an Authorization to Release Medical Information to FACILITY;
11. Must submit to an annual health assessment conducted by the resident's physician, an annual functional assessment conducted by an FACILITY nurse, and periodic health assessments as medically indicated, as required by the residential care facility regulations;
12. Pursuant to the residential care facility regulations, must not require chemical or physical restraints, must not be bedridden with limited potential for improvement, and (if not receiving hospice care) must not have Stage III or IV pressure ulcers;
13. Must not have a medical condition that is so medically complex or changes so rapidly that it requires more nursing and skilled nursing care than permitted under the Ohio residential care facility rules and regulations (if not receiving hospice care).

## EXHIBIT 5

### A. CARE PROGRAMS AND SERVICES

Residents have access to the following services through FACILITY staff and/or through arrangement with other providers/ home health agencies:

**SKILLED NURSING:** Registered and licensed nurses provide skilled nursing care that are commonly employed in providing for the physical, mental, and emotional needs of the ill or otherwise incapacitated. "Skilled nursing care" includes, but is not limited to, the following:

1. Irrigations, catheterizations, application of dressings, and supervision of special diets;
2. Objective observation of changes in the resident's condition as a means of analyzing and determining the nursing care required and the need for further medical diagnosis and treatment;
3. Special procedures contributing to rehabilitation;
4. Administration of medication by any method ordered by a physician, such as hypodermically, rectally, or orally, including observation of the resident after receipt of the medication;
5. Carrying out other treatments prescribed by the physician that involve a similar level of complexity and skill in administration.

**PERSONAL CARE ASSISTANCE:** Care Associates (also called "personal care attendants") provide supportive care in activities such as bathing, dressing, feeding and grooming; assisting with walking and exercise; and assisting with laundry and housekeeping. Care Associates do not administer medications but may remind residents when it is time to take medication.

**PHYSICAL THERAPY** is the health profession involved in the promotion of health , the prevention of disability and the rehabilitation of residents through evaluation and treatment of conditions using physical agents such as manual techniques, short wave diathermy, ice, water, heat, paraffin, diapulse, laser, electrical stimulations, exercises, ultra-sound, etc.

**OCCUPATIONAL THERAPY** is the health profession involved in the evaluation and treatment of various physical and mental disorders via "occupation" of the human mind and body in purposeful activities to promote, restore and maintain optimal functional independence. Occupational Therapy may use a variety of tools including exercises, adaptive devices, adaptations, orthoses, physical agent modalities, etc., to improve the functional performance components.

**SPEECH- LANGUAGE PATHOLOGY** is the health profession involved in the evaluation and treatment of cognitive-linguistic/ communication disorders such as aphasia, dysphasia, dysarthria, etc., and, swallowing dysfunctions (dysphagia). They use a variety of procedures such as exercises, electrical stimulation, devising a communication board, training a client in the use of computerized technology to aid communication, etc.

**MEDICAL SOCIAL WORKERS** counsel clients on issues that relate to their social/ emotional well-being, assist with short term/ long term financial planning, and provide information on community resources.

## **B. MEDICATION ASSISTANCE PROGRAM**

The medication assistance program is available to those residents who may require help with their medications. Medication assistance is subject to state law but may include the following:

- a) reminding the resident of the time to take medication;
- b) reading the medication label to the resident;
- c) checking the dosage of self administered medication against the container label; and
- d) physically assisting the resident in pouring or otherwise taking the medication. If the resident is able to self-administer his/her own medications, the medications must be kept in a locked box or area (at Resident's expense) in the Resident's Unit.

The FACILITY's Medication Program requires the use of a uniform medication packaging system. The Resident may purchase medications from a pharmacy that has contracted with the FACILITY, or the Resident can provide written notice to the FACILITY that he/she will obtain medications from another pharmacy. While the Resident is free to select any pharmacy, the pharmacy must provide medications in a manner consistent with the FACILITY's system in order for the Resident to participate in the Medication Program.



**EXHIBIT 6**

**CONSENT TO PHOTOGRAPH**

THE S.A.I. GROUP, INC., its affiliate companies, and ALPINE HOUSE OF TOLEDO (collectively termed as "FACILITY") desires to ensure that each resident is able to exercise the right to make his or her own choices, this Consent to Photograph authorizes to act according to your wishes. With respect to photographs:

I, \_\_\_\_\_, consent to photographs of \_\_\_\_\_, being used for the following reason(s):

\_\_\_ Identification purposes intended to assist in the delivery of care and/or dietary services in order to ensure my best interests and needs are met. I understand that these images will be treated by the FACILITY as confidential.

\_\_\_ Recognition of anniversary, birthday, celebrations and events attended while living as a FACILITY resident. I understand that these images may be placed in a photo album and/or the facility website, to enable my family and others to enjoy seeing the celebrations and events provided.

\_\_\_ Advertising the FACILITY's programs/ services.

I release and hold harmless FACILITY and any affiliated companies and businesses as well as their employees, officers, directors and agents from any and all claims arising from the use of \_\_\_\_\_'s, photograph as authorized above.

\_\_\_\_\_ Date: \_\_\_\_\_  
Resident, Responsible Party, Attorney in Fact or Guardian Name (if applicable)

\_\_\_\_\_  
Resident Name (please print)

**EXHIBIT 7**  
**SMOKING & ALCOHOL USE**

1. SMOKING:

- a. SMOKING IS NOT PERMITTED INSIDE any resident unit or anywhere else inside the facility.
- b. Smoking activities are only permitted at designated smoking area/s OUTSIDE the facility.
- c. If you are medically assessed to be unsafe to smoke by yourself, you may only smoke/ receive smoking items under supervision of a facility staff member at designated smoking area/s OUTSIDE the facility.
- d. You may not smoke if so advised medically by your physician.

2. ALCOHOL:

- a. Personal use of alcohol by a resident is ONLY permitted in the privacy of his/ her unit if medically approved.
- b. You may not consume alcohol is so advised medically by your physician.

Failure to comply with the above requirements by a resident may cause termination of his/ her stay at this facility.

\_\_\_\_\_  
Resident Signature/ Name

\_\_\_\_\_  
Date

**EXHIBIT 8**

**NO- MARIJUANA / UNAUTHORIZED DRUG USE POLICY**

**Marijuana and unauthorized/ non-prescribed drug use (in any format) is NOT permitted anywhere on the premises of the facility.**

Marijuana remains a Schedule I drug under the Controlled Substances Act. Under current laws, it is illegal for providers/ facilities that accept Medicare and Medicaid funding to manufacture, distribute, prescribe or dispense Schedule I drugs. Even with a medical marijuana card, you are prohibited to use marijuana in any format on the facility’s premises which includes the parking lot and yard/s.

You are also strictly prohibited from use of unauthorized/ unprescribed medications/ drugs in any format on the facility’s premises which includes the parking lot and yard/s.

Failure to comply with the above requirements by a resident may cause termination of his/ her stay at this facility, and additional reporting as required by the law.

\_\_\_\_\_  
Resident Signature/ Name

\_\_\_\_\_  
Date