



Asheir Homes

Assisted Living

Providing Quality Care from the Heart

www.asheirmanor.com

RESIDENT AGREEMENT

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

PARTIES

This agreement is between ASHEIR Manor and _____

LEVEL OF CARE

ASHEIR Manor 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 change and the facility is not licensed to provide them, we may request a level of care waiver from the Department 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 in 45 days.

FEES

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

_____/ month

“Payments made to: 20 Riverwood LLC for Potomac Facility

Asheir Manor, 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 non-refundable community fee of \$ [REDACTED] *(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 increase, 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
 - b. Meals which include three meals a day and 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, social services.
 - f. Reminders or physical assistance to residents 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 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 assistance with transitioning to your new home



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1. Safe deposit box 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 exits
 - 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 residents' room doors
 - f. Alarms are monitored by security and law enforcement 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 a 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 situation which could make it unsafe or unhealthy to continue to provide services at the facility, the facility will make arrangements to temporarily or permanently relocate you to an appropriate facility that is able to meet your care needs
7. When the resident is in a room which occupies more than one resident as the contracting party, the agreement may be modified by the assisted Living Facility in the event of one of the resident's discharge or death.
8. The resident rules of the facility are attached to this agreement & incorporated by reference.
9. Residents have full use of their own rooms, and the common areas of the facility.
10. Residents do not have the right to destroy or damage any of the facilities belongings. Resident/Responsible party will be responsible for replacement of any intentional destruction to the facility.



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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:

- Non-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 30-day advance notice prior to date of discharge. In the event you are discharge due to health emergency, the facility may not be able to give you 30-day notice
- A minimum stay of 6 months is required unless there is a health care emergency
- If you wish to leave the facility (*applies to long term residents*), you are required to give 30 days prior notice of the date you wish to terminate the agreement – Community fee will not be refundable.
- If you are leaving because of health emergency, 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 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.
- In a room where more than one resident is the contracting party, this agreement may or may not be modified financially to reflect the monthly fees in the event the roommate is discharged or expires. The resident will be required at a minimum to continue paying agreed upon fees.
- 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 14 days. If you or your family has not retrieved them within 14 days of discharge, your property will be disposed of.
- This is non- smoking facility. No smoking by residents, staff or visitors is allowed on Asheir Manor premises or grounds
- Residents may go to an Adult Day Care if they so choose or may choose not to go.




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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 whether or not suit be brought, in the event the resident must expend it in the collection of any sums due to the facility.
- Remove said resident 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 one (1) month of charges before disposal (i.e. facility will hold Resident's belongings for no more than one (1) month.
- Any escort provided to accompany resident to the physician office must be paid for by the resident at going hourly facility rate, for the number of hours of the total transportation to and from physician office and actual physician visit time.
- It is understood that 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, 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 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 Residents in determination 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 residents' lack of compliance or misconduct. The Resident shall indemnify the facility and hold the Facility, its subsidiaries and/or affiliated companies harmless against 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, grossly negligent, intentional or willful acts of misconduct, or b) The Residents violation of its obligations under this Agreement. The Residents 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 all medical (or pertinent) information to any person or corporation that has an interest in, or maybe /is liable 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 etc

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

Incase medications are not supplied in a timely manner, Asheir Home: Potomac reserves the right to order the required medications through Asheir Manor'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, etc.. Are offered without-side consultant. Resident or Resident Agent/Family will be responsible for the payment of these services.
- The cost of diapers, depends, tuckables, 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 family. Incase supplies are not supplied in a timely manner, Asheir Home, Potomac reserves the right to provide the required supplies or if Resident /Resident Agent would prefer Asheir Manor to provide these supplies, Asheir Home, Potomac will provide the required supplies through Asheir Manor's Vendor of choice and the Resident or Resident Agent will be responsible for the payment of these supplies.
- All personal items, such as replacement clothing, toothbrushes, toothpaste, shaving supplies, shampoo, tissues, deodorants, etc. Incase supplies are not supplied by resident/resident family in a timely manner, Asheir Home, :Potomac reserves the right to provide the required supplies or if Resident /Resident Agent would prefer Asheir Manor to provide these supplies, Asheir Home, :Potomac will provide the required supplies through Asheir Home- Potomac Vendor of choice and the Resident or Resident Agent will be responsible for the payment of these supplies.
- International telephone calls
All visits to and from hairdressers, beauticians, etc. Asheir Home: Potomac does arrange with hairdressers and beauticians to come to the facility and attend to Resident's requests for their services. The specific service provider bills these directly to the Resident or Resident Agent. The hairdresser/beautician fee normally ranges from \$20.00 - \$85.00 per visit.



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- All subscriptions to, special order magazines and or newspaper, ect.
- The disposal of Residents 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 _____, 2018
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 Name

ALM/Director
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;



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- (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;
- (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; and
 - 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; and
- (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 and the facility for the health and safety of other residents.



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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

The assisted living program's bed hold policy in case of unavoidable or optional absences such as hospitalizations, recuperative stays in other settings, or vacation, Asheir Manor will hold the residents bed for as long as the resident continuous to make full monthly payments as agreed upon in the original contract. If payments are 5 or more days late, the resident's contracted to stay at Asheir Manor can be immediately terminated and 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 residents to stay and be cared for until emergency is no longer in effect, and residents are safely able to return to Asheir Manor

Administration of medications by a spouse or domestic partner to their spouse or domestic partner, when both parties reside in the same assisted living program

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

RESIDENTS RECEIPT OF INFORMATION

I, have received information regarding policy and procedures of ASHEIR Manor. I understand what I have read and agree to follow all of the facility's house rules, 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

10.07.14.35A15

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 are
EVERYDAY: 8am – 7pm

We request visitors to honor and respect their loved ones dignity by visiting between 9am-8pm to allow them time to get bathed and dressed in the morning and get to bed timely so that they can get their needed rest.