

Caton Merchant) HOUSE

ASSISTED LIVING FACILITY

Resident Accommodations Agreement

This agreement made and entered into this _____ day of _____ in the year of 2_____ by and between the **Caton Merchant House**, hereinafter referred to as the “**Community**” and _____, hereinafter referred to as the “**Resident**” and/or, _____, hereinafter referred to as the “**Responsible Party**.”

Whereas the **Community** is licensed as an Adult Care Residence by the Virginia Department of Social Services in accordance with Chapter 9 of Title 63.1 of the Code of Virginia, and the **Resident** is desirous of residing in the **Community**, now, therefore, the parties hereto mutually agrees as follows:

I. **The Community will provide the following services to the Resident for the basic monthly rate:**

1. Lodging: Living accommodations known as apartment number _____, subject to removal only as hereinafter provided. The use of indoor and outdoor social and recreational facilities may be provided from time to time by the **Community**.
2. Utilities: Water and sewer, heating and air conditioning, electricity, local phone service, long distance service and basic cable services in connection with the occupancy of said living conditions.
3. Furnishings: Wall to wall carpeting, window blinds, refrigerator, and kitchenette are furnished by the **Community**, however all **Residents** will be required to furnish their own apartments (at the minimum: one (1) bed with mattress and springs, one (1) pillow per **Resident**, one (1) table or it's equivalent accessible to each bed, one (1) functioning bedside lamp, one (1) sturdy chair [wheelchairs do not count], and drawer space for clothing and personal items.) All furniture provided by the **Resident** must be allowed for inspection by the Management of the **Community**. Should unsafe furniture be discovered, it is the **Resident's** responsibility to replace the item(s) as soon as possible.
4. Meals: Three(3) nutritionally balanced meals are provided daily in the main dining room. In the event of illness, a **Resident** with Nursing Staff approval may obtain meals in their rooms at no additional charge for a period of three (3) consecutive days or longer with the approval of the Director of Nursing. Room Service is available at \$10.00 a tray for non-illness reasons.

5. Housekeeping: **Resident** agrees to maintain the living accommodations occupied in clean, sanitary and orderly conditions. Vacuuming, cleaning of bathrooms, dusting and other tasks shall be performed once a week by the **Community**. Trash removal will be performed three times a week.
6. Laundry: Washers and dryers are provided on each floor for the use by the **Resident** to do personal laundry, bed linens, and towels. Residents scoring as an Intensive Living Resident according to the Virginia UAI will have laundry done at no extra charge.
7. Nursing: Twenty-four (24) hours per day Nursing Supervision is available to the **Resident** in case of emergency and for general supervision as needed. Additional personal care services are offered at different pricing scales as they relate to the different care levels. These scales are assessed by the Nursing Staff of the **Community** and are based on the **Resident's** individual needs.

II. **The Resident and/or Responsible Party agrees to the following financial arrangements for care:**

1. The **Resident** and/or **Responsible Party** agrees to pay \$_____ due and payable in advance by the tenth (10th) of each month. The **Resident** and/or **Responsible Party** will be invoiced monthly by the **Community** for any services and supplies obtained for the **Resident** by the **Community** not normally provided as part of the monthly fee (see current Staffing and Pricing Sheet). Failure to pay the monthly fee by the twentieth (20th) of each month will result in a \$50.00 late fee.
 2. In the event the **Resident** fails to pay any invoiced amount, the **Responsible Party**, by their execution hereof and in consideration of the premises, does hereby promise and agree to pay all the amounts invoiced, due and owing for care rendered to the **Resident**.
 3. The **Resident** and/or **Responsible Party** agrees to pay \$_____ upon admission as a Security Deposit (which equals one month's room and board). This deposit will be refunded to the **Resident** thirty (30) days after discharge if the **Community** determines the apartment is in satisfactory condition and there are no unpaid charges.
 4. The **Community** agrees that it will endeavor to maintain its monthly fees at the lowest possible rate consistent with sound financial practices and maintenance of the quality of service called for therein. **Resident** and/or **Responsible Party** agrees that should the monthly fee for residents be adjusted by the **Community** in order to bring fees more closely in line with per capita costs of operations, **Resident** and/or **Responsible Party** will pay such adjusted fee. Thirty day written notice will be given to the **Resident** and **Responsible Party** before the fee is adjusted.
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5. There is no policy or requirement of transfer to the **Community** of ownership of personal property, real estate, money or financial investments upon admission or at any future date.
 6. The **Community** shall not be liable or responsible for any expense incurred or debt obligations of any nature or kind contracted by the **Resident** or **Responsible Party**, on his or her account, and is not obligated to furnish, supply or give the **Resident** any support, maintenance, board or lodging when the **Resident** is absent from the **Community**. Current level of care charges will not be applied when **Resident** is on leave of absence.
 7. Leave of absence:
 - a.) Social:
 - i. Defined as a stay away from the **Community**, for non-medical purposes, for a duration of sixteen (16) hours or more and including the passing of one midnight.
 - ii. Written notice is required to the Nursing Staff at least twenty-four (24) hours in advance.
 - iii. During a Social Leave of Absence the room and board charges will not change, however, any level of care charges will be removed and prorated for actual days spent in the **Community**.
 - b.) Medical:
 - i. Defined as a stay away from the **Community** for medical purposes, for any duration of twenty-four (24) hours or more.
 - ii. During a Medical Leave of Absence, the room and board charges will not change, however, any level of care charges will be removed and prorated for actual days spent in the **Community**.
 - III. **The Community agrees to provide a statement of the Resident's account monthly, detailing the balance due and a list of any charges.**
 - IV. **The Community shall not be responsible for the loss of any property belonging to the Resident due to theft or any cause. It is being understood that the Resident shall have the responsibility of providing any desired insurance protection covering any such loss.**
 - V. **Resident agrees to give to duly authorized employees of the Community the right of entry in the Resident's living accommodation for management or emergency purposes.**
 - VI. **In the event of discharge of Resident all property shall be removed within fourteen (14) days. In the event such property is not removed in fourteen (14) days, arrangements will be made to dispose of such property at the Resident's expense.**
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- VII. **The Resident and/or Responsible Party hereby agrees to reimburse the Community for any loss or damages as result of carelessness or negligence of the Resident.**
- VIII. **The Community reserves the right to require that the Resident transfer to another apartment if needed for health or safety reasons.**
- IX. **The Community reserves the right to transfer or discharge a Resident for any one or more of the following, although not limited to:**
1. **Resident** needs continuous care without the presence of twenty-four (24) hour direct care provided by services selected by the **Responsible Party** or **Resident**.
 2. Sufficient qualified staff is not available to provide necessary services.
 3. **Resident** is physically or verbally abusive to self, other Residents or guests.
 4. **Resident** is habitually disruptive and/or creates unsafe conditions.
 5. **Resident** is unable to communicate needs due to change in their conditions.
 6. **Resident** can no longer feed self.
 7. Non-payment of charges past 75 days.
 8. Infraction of the Virginia Statues of Admission and Retention of Residents in Assisted Living Facilities. See Acknowledgement.
- X. **Under non-emergency conditions, the Resident will receive fourteen (14) days notice from the Community prior to being discharged as deemed appropriate for health and safety reasons.**
- XI. **The Resident is responsible for securing his/her own personal physician. The Community may provide assistance in this area if needed. The physician is required to review the Resident's condition once every year, as evidenced by a physical exam.**
- XII. **The Community shall make available for review by the Resident its Policies and Procedures.**
- XIII. **The Resident agrees to abide by the rules and regulations of the Community.**
- XIV. **The Resident shall be informed of 63.1 – 182.1 Code of Virginia as documented in Addendum A to this agreement.**
- XV. **Married Residents may share an apartment if they desire and if an appropriate unit is available. A companion fee will apply (Please see current Staffing and Pricing Guide.)**
- XVI. **The Resident and/or Responsible Party hereby releases the Community, its Directors, employees and agents from any and all claims of damage and liability to person and/or personal property by reason of theft, accident, or**
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arising from any other cause whatsoever except if due to direct negligence on the part of the Community.

XVII. Termination of Agreement: This agreement shall be terminated as follows:

1. Upon death of the **Resident**, and removal of **Resident's** belongings, in which case all unused payments made by the **Resident** to the **Community** shall be refunded to the **Resident's Responsible Party** or designated estate within 45 days.
2. Termination by **Community**.
 - a. At any time for medical and financial reasons as previously specified in section II. X. 1-8.
 - b. At any time for what is, in the judgement of the Board of Directors of the PWHS or Vice President of Longterm Care, good and sufficient cause.
3. Termination by the **Resident** at any time after giving written thirty (30) days notice.

In WITNESS WHEREOF the parties have caused this agreement to be executed by their official signatures under duly authorized.

Caton Merchant House Representative

Date

Resident Signature

Date

Responsible Party Signature

Date

Acknowledgement of Refund Policy

It is the policy of PWH Personal Care Corporation (trading as Caton Merchant House) that all funds and assets held by Caton Merchant House on behalf of Residents shall be immediately returned to said Resident or their designees upon the occurrence of sale or transfer of substantial assets and/or bankruptcy of PWH Personal Care Corporation.

Resident Signature

Date

Responsible Party Signature

Date

Acknowledgement of Carpet Cleaning/Replacement Policy

It is the policy of Caton Merchant House to clean or if deemed necessary to replace the apartment carpet upon a Resident's discharge. Carpet cleaning is performed by a professional carpet cleaning service for \$75 and an additional \$45 is charged if the carpet must be sanitized. This charge will be reflected in the final bill and will be deducted from the security deposit.

Resident Signature

Date

Responsible Party Signature

Date

Dangerous Weapons Policy

It shall be the policy of Caton Merchant House not to allow dangerous weapons on the Community's property:

1. Any pistol, revolver or any other kind of weapon designed or intended to propel a missile or projectile of any kind.
2. Any combat knife, switchblade knife, ballistic knife, razor, slingshot, spring stick, metal knuckles or blackjack.
3. Any flailing instrument consisting of two or more rigid parts connected in such a manner to allow them to swing freely, which may be known as a throwing star or oriental dart.
4. Any disc, of whatever configuration, having at least two points or blades which is designed to be thrown or propelled and which may be known as a throwing star or oriental dart.
5. Any weapon of any like kind.

Residents, family members and visitors will not bring weapons onto the property of Caton Merchant House. Any Resident family member or visitor found in violation of this policy is subject to corrective action up to and including removal from the Community.

_____ Resident Signature	_____ Date
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_____ Responsible Party Signature	_____ Date
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Acknowledgement of Resident Council

Interested Residents may establish and maintain a Resident Council. Caton Merchant House staff and Management may assist in formation and maintenance (i.e. schedule time, provide space, announce and post notice of meetings, and prepare written reports and distribute to all Residents) of the Council.

The purpose of a Resident-directed Resident Council would include, but not be limited to:

- 1.) Work with Administration in improving quality of life for all Residents by enriching the Activity program;
- 2.) Discuss the services offered by the facility and make recommendations for the resolutions of identified problems or concerns;
- 3.) Review facility policies and procedures and recommend changes or additions; and
- 4.) Perform other functions as determined by the Council.

These meetings are held monthly in the Activity Room. Residents are allowed time to discuss any concerns or questions prior to staff entering the meeting. Notices of meetings are posted prior to the date of the meeting.

Resident Signature

Date

Responsible Party Signature

Date

Acknowledgement of Smoking Policy

It shall be the policy of Caton Merchant House to prohibit smoking by Employees, Residents, Volunteers, and Visitors while on premises. Employees may only smoke in the designated smoking area, however, Residents and guests must leave facility premises if they wish to smoke.

Resident Signature

Date

Responsible Party Signature

Date

Acknowledgement of Medication Administration and Storage Policy

It shall be the policy of Caton Merchant House that Residents who have been assessed as “appropriate to self-administer medications” by their primary care physician and UAI assessor, to be permitted to self-administer medications pending the outcome of the facility “Medication Self-Administration Assessment” completed after admission. A resident may be permitted to keep his own medication in a secure place in his room if the UAI, primary care physician and facility “Medication Self-Administration Assessment” has indicated that the resident is capable of self-administering medication. The medication and any dietary supplements shall be stored so that they are not accessible to other Residents.

If the Resident has been deemed needing assistance with medication administration, medications (prescription and over-the-counter), treatments, and dietary supplements will be kept securely in the medication carts housed in the Nursing Stations. Certified Nursing Assistants/Medication Aides, or licensed nursing personnel will manage Medications, treatments, and dietary supplements as ordered by the Resident’s physician

Resident Signature	Date

Responsible Party Signature	Date
