# RESIDENCY AGREEMENT

**This Residency Agreement is entered into this ____ day of _____, 2___ between JARC-RALES CAMPUS and _____ and**

Name of Resident

_____. **Residency shall begin**

Financially Responsible Party

**Residency shall begin within thirty (30) days from the date of this signed agreement unless otherwise noted within this agreement.**

**JARC-RALES CAMPUS is not associated with any religious entity and complies with all Federal and State civil rights and non-discrimination laws, rules and regulations. Residents are admitted without regard to sex, race, age, or religious belief.**

## ADMISSION POLICY

As part of the admission criteria each resident must undergo a face to face medical examination conducted by a licensed physician, or P.A., or licensed ARNP within sixty (60) days prior to admission or within thirty (30) days after admission to the FACILITY to certify that the resident is in acceptable health to reside in the FACILITY. The resident must be reassessed by his/her health care provider every 3 years thereafter or after a significant change. Should the resident's health status change after admission, and upon certification by a licensed physician that the resident requires services beyond that which the facility provides, the resident, legal representative, designated beneficiary, or agency representing the resident shall be given written notification by the FACILITY requesting transfer to an appropriate care setting. In the event the resident has no representative, the facility shall be responsible for making referrals to the appropriate social service agencies for placement.

## SERVICE PROVISION

In return for a monthly rental amount of $_____, JARC-RALES CAMPUS, agrees to provide the following:

1. Three meals a day and a snack.
2. Assistance with self-administered medications
3. Social activities
4. Qualified staff coverage 24 hours a day
5. Daily housekeeping of the FACILITY
6. Weekly changing of bed and bath linen (which JARC-RALES CAMPUS , will supply)

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7. Showers three (3) times weekly
8. Supply soap and toilet paper
9. Assist in arranging transportation for medical appointments
10. Provide a pleasant warm and friendly atmosphere for the residents
11. Furnish linens/changed once a week and as necessary
12. Telephone for residents use in designated area

JARC-RALES CAMPUS, owners and staff will strive to maintain a homelike, warm, and friendly environment for the residents. It will continue to maintain the grounds and buildings in a respectable manner, and will take all suggestions from the residents under advisement.

## FINANCIAL POLICY

The administration of this facility reserves the right to require a security deposit or advanced rent.

Is a security deposit required? ☐ Yes ☐ No
If yes, $_____ must be paid prior to date of admission. Funds from security deposit or advance rent shall be maintained in a non-interest bearing account separate from the funds and property of the facility. Security Deposit or advance rent shall be deposited and held at

_____
NAME & ADDRESS OF BANKING INSTITUTION

Monthly rent of $_____ is due and payable on or before the first day of the month. If the rent is not received by the fifth (5th) day of the month, a late fee of $_____ per day until date of payment may be applied. If any check received as Monthly Rent is returned unpaid, resident will be charged an amount equal to charges incurred and which are allowed by law. The resident or responsible party agrees to pay all expenses incurred in addition to reasonable attorney's fees incurred by JARC-RALES CAMPUS, in the collection of all outstanding charges owed by the resident or responsible party.

JARC-RALES CAMPUS, A.L.F. reserves the right to increase the rent with a thirty-(30) day written notice to resident and/or responsible party.

## ADDITIONAL CHARGES / LEVELS OF CARE

JARC-RALES CAMPUS agrees to provide, as required, at an additional expense, the following, which will be itemized on your statements when/if they occur (see Attachment "A" for fees levels of care services the resident/responsible party shall receive 30 days notice of change of rate.

JARC-RALES CAMPUS, is not a Nursing Home, therefore, in the event the resident declines in physical or mental status and requires 24-hour nursing supervision; the FACILITY will assist in arranging to transfer the resident to an appropriately licensed FACILITY.

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## REFUNDS

The Refund Policy will apply if the resident discharge occurs as follows: A refund of the advance payment for housing, foodservice, and personal services will be given pro-rated on a daily basis if the Resident must vacate the ALF because of illness, transfer to a nursing home, closure of the ALF, or transfer of ownership.

Refund due to closure must be made within seven days of closure. The FACILITY may, by law, retain any unused portion of the advance payment for outstanding charges and abnormal damage to the FACILITY by Resident prior to refunding the balance. Written notice of the designation of the Refund will be given to the Resident and the responsible party and shall provide him/her with a period of 14 days to respond. The ALF does not need to withhold unused advance payments. The reimbursements will be paid within 45 days of receipt of written notice of intent to vacate and the unit is clear of all personal items (except in the case of death or permanent discharge to a Nursing Home).

A minimum of forty-five (45) days notice of termination will be given by the Assisted Living Facility in writing to terminate this agreement. The Resident is required to provide thirty (30) days notice to the FACILITY; if not, all advance rent will be forfeited. In the event of death of a Resident and the Resident has no Spouse or next of kin, a designated beneficiary (Attachment A), and/or such a person cannot be found, funds due to the Resident shall be placed in an Interest bearing account, and all property held in trust by the FACILITY shall be safeguarded until such time as the funds and property are disbursed, pursuant to the Florida Probate Code. Such funds shall be kept separate from funds and property of the FACILITY and other residents. In the event the funds of the deceased are not disbursed pursuant to the Florida Probate Code within two years of the Resident's demise, the funds shall be deposited in the Aging and Adult Licensure Trust Fund (Florida Statute 429.18). For the first thirty days of the contract, there will be no refund for partial stay, except in case of death or Nursing Home placement.

The undersigned hereby agrees that if the Resident manifests in such a degree of behavior that he/she is a danger to himself/herself or if the Resident's behavior is so unacceptable or disturbing as to interfere with the care and comfort of the other residents, then the Assisted Living FACILITY will not allow the Resident to remain at the FACILITY.

## BED HOLD POLICY

The FACILITY agrees to reserve a bed for no more then 30 days for the resident who is admitted to a nursing home or health care FACILITY while resident continues to pay. The resident or responsible party shall notify the FACILITY in writing of any change in status that would prevent the resident from returning to the FACILITY. Until such written notice, the agreed upon

daily rate will be charged by the FACILITY to hold the bed. If after 30 days, the resident or responsible party does not notify the FACILITY of the resident's status, the FACILITY reserves the right to hold the resident's personal belongings in storage at the rate of 20% of the regular rate for the unit. The FACILITY shall affect this charge after 14 days advance written notice is given. If the resident's possessions are not claimed within 45 days after the notification, the FACILITY has the right to dispose of them.

## EXCLUSIONARY SERVICES

Other services available at an additional cost to be determined between the FACILITY or the appropriate provider and the resident responsible party are as follows:

1. Medications: Pharmacy Billing (Prescription and Over-the-Counter)

2. Special social activities or recreation arrangements where additional costs are incurred.

3. Private Duty Attendant as necessary. (Fees according to agency of choice.)

4. Long distance phone calls as billed by Telephone Company.

5. Beauty/Barber- as billed by provider

6. Incontinent supplies- as billed by provider

7. Personal effects such as toiletries

JARC-RALES CAMPUS; **IS NOT RESPONSIBLE FOR ANY MEDICAL, DENTAL, OR PHARMACY BILLS INCURRED BY RESIDENT.**

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## MEDICATIONS

Resident agrees that all of the resident's medications, including over-the-counter and prescription medications, will be centrally stored within the FACILITY's locked medicine closet. Resident agrees not to store any medications of any kind in the resident's room. Resident understands that he/she may be receiving assistance with self-administration of medications by a licensed nurse or specifically trained unlicensed Resident Care Aide. Exception to this FACILITY's rule can only be determined by the resident's physician in conjunction with the FACILITY's administrator.

## DIETARY NEEDS

JARC-RALES CAMPUS shall provide for regular diet, no concentrated sweets, no added salt, and any other diet that the resident's physician may order that JARC-RALES CAMPUS, A.L.F. can provide. If JARC-RALES CAMPUS is unable to provide a specialized diet, the resident or responsible party will be notified in a timely manner, so that other arrangements can be made to meet the resident's dietary needs.

## RESIDENT WHEREABOUTS

JARC-RALES CAMPUS, is not responsible for residents when they are away from the FACILITY. We are required to have knowledge of the general whereabouts of the resident for record keeping purposes. All residents are required to sign-out when leaving the FACILITY and sign-in when they return.

## CONFIDENTIALITY

All information that the resident supplies will be treated as confidential and shall not be disclosed to any third party except as required by court order, by law, or with the written permission of the resident.

## RELIGIOUS AFFILIATION

JARC-RALES CAMPUS is not affiliated with a religious organization.

## SOCIAL / LEISURE ACTIVITIES

We provide a minimum of two (2) hours per day for six (6) days a week (including weekends). A weekly calendar of activities is posted in the recreational areas for your daily review.

## RESIDENT'S RIGHTS

JARC-RALES CAMPUS prides itself in the quality of care given by the staff, evidenced by the way we protect the rights of our residents according to the *Florida Resident's Bill of Rights*. (Please see Attachment C).

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## TERMINATION

### Emergency

An emergency termination will take effect for the following reasons:

1. Medical reasons, the resident is transferred by physicians certification for emergency relocation to a FACILITY providing a more skilled level of care.

2. The resident engages in a pattern of conduct that is harmful or offensive to other residents.

### Non-Emergency

At least 45 days written notice of relocation or termination of residency from the FACILITY.

1. After conclusive findings that the resident is significantly declining in status, by the administrator and or resident health care provider, and that the FACILITY can no longer meet the overall needs of the resident.

2. The resident no longer meets admission / retention criteria according to the State Regulations and the FACILITY's ADMISSION/RETENTION DISCHARGE POLICIES AND PROCEDURES.

3. Resident has been adjudicated mentally incapacitated then the guardian of such resident shall be given 45 days notice.

This entire agreement may be terminated by written request of the resident or responsible party with thirty (30) days notice.

A copy of this contract, the house rules, the resident's bill of rights and the procedures for contacting the Long Term Care Ombudsman Council have been received by the undersigned resident or representative of the resident.

No contract or provision of this contract relieves the FACILITY of any requirement or obligation imposed upon it by rules or statute. S.429.24 (5), F.S.

## ARBITRATION AGREEMENT

At JARC-RALES CAMPUS, we are committed to providing quality health care for you and your loved one and we make every effort to ensure their comfort and satisfaction. In standing behind this commitment, JARC-RALES CAMPUS provides a means by which your concerns can be promptly addressed and resolved to your satisfaction.

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Under Florida law two or more parties may agree in writing for the settlement by arbitration of any disagreement arising between them, whether related to the quality of care received, a billing dispute or any other matter they may desire to resolve. Such agreements are valid, enforceable and irrevocable without regard to the nature of the dispute.

The resident and the FACILITY, on behalf of themselves and all others claiming by, through or under them, agree that they shall submit to binding arbitration all disputes against each other and their respective representatives, governing bodies, and employees, arising out of, or in any way connected with, the care provided at JARC-RALES CAMPUS, under the terms set forth in this Agreement. No earlier than ninety (90) days, nor no more than one hundred and twenty (120) days after written notice by either party unless prohibited by law, a hearing regarding such dispute shall be held before three (3) arbitrators, one chosen by each side in the dispute, with the third to be chosen by the two arbitrators previously chosen. Such hearing and all other proceedings relative to the arbitration of such dispute shall otherwise be conducted in accordance with the rules of Florida Civil Procedures relative to voluntary binding arbitration. Each party may be represented by counsel in connection with all arbitration proceedings. This agreement for Arbitration shall be binding upon the FACILITY and the any successor owner, the resident, the resident's guardian and any representatives, relatives or trustees of the resident.

IN WITNESS WHEREOF, the parties have hereto affixed their signature as of the date first mentioned above.

_____
Resident or Legal Representative

Date: _____

_____
Co-Signer (If Applicable)

Date: _____

**JARC-RALES CAMPUS**

Representative: _____

Date: _____

Title: _____

_____
Initials

**RESIDENCY AGREEMENT**

**ATTACHMENT "B"**

**BENEFICIARY DESIGNATION**

In the event of my death while in the FACILITY all refunds, funds, and property held in trust shall be returned to the person representative if one has been appointed at the time the FACILITY disburses such funds.

If a personal representative has not been appointed at the time the FACILITY disburses such funds, the administrator is authorized to return all refunds, funds, and other property to my spouse or _____ an adult next of kin.

In the event I do not have a spouse or adult next of kin or such person cannot be located, the funds due my estate shall be placed in an interest bearing account and al property held in trust by the FACILITY shall be safeguarded until such time as funds and property are disbursed pursuant to the Florida Probate Code.

_____ _____

Resident Date

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Funds and property as specified above were returned to _____

on Month _____ day _____ year_____

_____ _____

Administrator Date

_____

Initials

**RESIDENCY AGREEMENT**

## JARC-RALES CAMPUS ADMISSION PACKET

**ATTACHMENT "C"**

# BILL OF RIGHTS FOR RESIDENTS OF ASSISTED LIVING FACILITIES

Residents of assisted Living facilities shall not be deprived of any rights, benefits, or privileges guaranteed by law or by the United States Constitution. (Section 429.28, Florida Statutes)

You, as a resident have the right to the following:

- To live in a safe and decent home, free from abuse and neglect.
- Be treated with respect and to have privacy.
- Use of your own clothing and have personal possessions in your room.
- Freely send and receive mail, have access to a telephone, and receive visitors at least between the hour of 9:00 a.m. and 9:00 p.m.
- Participate in community activities outside of the home.
- Manage your own money.
- Share a room with your spouse.
- Move about in and out of doors freely.
- Make your own special decisions and practice your own religion.
- Have access to adequate and appropriate health care.
- Have 45-day notice from the FACILITY of re-location or termination of residency, in writing.
- Present your problems and make recommendations to the FACILITY and staff without fear of reprisal.
- You, as resident, may file a lawsuit to enforce these rights, without fear of personal harm (section 429.29, Florida Statutes).

Contact the Ombudsman Council with your problems or questions at (888) 831-0404.

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JARC-RALES CAMPUS

# ADDENDUM TO ADMISSION AGREEMENT

## ADMISSION CRITERIA

If you or your responsible party becomes aware at any time, that you do not meet the criteria listed in the facility admission and discharge criteria (attachment) of this agreement, and then you and your responsible party agree to promptly, and without any delay, notify the administrator in writing.

## FALLS

As we get older, generally, we begin to experience an increase in falls, often due to our decreased eyesight, weaker muscles, slower response time, shuffling gait, and/or side effects of your medications. You and your responsible party understand that this facility cannot guarantee that you will not experience a fall or injury from a fall at this facility.

## NO ONE-ON-ONE SUPERVISION

The facility does not provide one-on-one supervision, therefore, I understand that I will not be provided with one-on-one staff assistance at all times. Rather, at limited periods during the day, I will receive supervision or assistance from the staff. I should further understand that there will be times that I will be in my apartment or room, hallways, common areas, including outdoors, without a staff member present to supervise, observe, or to assist me. This is part of the Assisted Living Residence goal of allowing me to live as independently as possible, and with as much personal dignity and personal decision-making as possible and in the least restrictive environment.

## PRIVATE-DUTY SITTER/HELPER

If the resident or responsible party desires one-on-one supervision (for the resident) they are welcome to hire, at their own expense, a private-duty helper/sitter (e.g. Private Aides, Nurses, Companions, etc.) only with prior notice to the Facility. Any private-duty helper engaged by you will not become or be considered the Facility's employee or agent. You and the private helper will be required to follow all applicable laws and the facility's policies concerning private duty helpers.

| | |
|---|---|
| _____ | _____ |
| Resident or Resident Representative | Representative |
| _____ | _____ |
| Date | Date |

JARC-RALES CAMPUS

# ADDENDUM TO CONTRACT

## RATES

All residents on the Assistive Care Service (ACS) Program will not be billed for services on those days services were not provided.

All Optional State Supplement (OSS) recipients who require assistance with ADLs will receive assistance with their ADL needs at the monthly State rate and are not considered for billing in the categories of semi-private or private fee schedule.

## RATE INCREASE

Rates will not be increased without giving at least a 30-day advance notice in writing. Optional State Supplement recipients agree to future changes in the base rate when those modifications are set forth by the State of Florida. On November 30 of each year, each OSS resident will provide written acknowledgement of rate increase, by the facility.

_____ _____

**Resident/Responsible Party** **Date**

_____ _____

**Facility Representative/Title** **Date**