



ASSISTED LIVING OCCUPANCY AGREEMENT

This Agreement is made between **Mercy Crest Retirement Living** (hereafter referred as “*facility*”) and

_____ (hereafter referred as “*you*”).

RECITALS

- A. The facility is located at 1300 Strozier Lane, Barling, Arkansas 72923. You have applied for accommodations at the facility, and the facility has accepted your application.
- B. The facility is licensed by the State of Arkansas as an assisted living facility. This Agreement is a month-to-month agreement that can be terminated at any time as provided in Section XI.

AGREEMENTS

I. ACCOMMODATIONS AND SERVICES

- A. DESCRIPTION OF APARTMENT TO BE OCCUPIED BY RESIDENT

Assisted Living Level II Apartment Number _____

- 1. **Apartment Description:** _____
(Studio, One-Bedroom, Two-Bedroom)

According to the terms of this Agreement you are encouraged to personalize your apartment by providing your own furnishings. If you are unable to furnish your apartment, the facility will provide basic furnishings for your apartment.

- 2. **Decoration and Alterations.** You are free to decorate your apartment as you wish, but you must comply with the safety rules of the facility. You may not place any nails, screws on other devices into the doors of the apartment, internal and external. You may not make any structural or physical changes to your apartment, unless expressly approved in writing by the facility. Any such alterations or improvements shall become the property of the facility. You may not change any lock or add any lock or locking device to your apartment without the prior written consent of the facility. You may not store or display anything outside the door of your apartment that does not have prior approval by the administration. Any changes or modifications to your apartment that require the assistance of electricians, contractors or similar professionals must be approved in advance by the facility.

- B. **Basic Core Services**
The supplies and services included in the facility’s basic core services rate that will be provided to you are:

DIRECT CARE SERVICES
3 nutritious meals and snacks
Medication assistance or administration

An active social and recreational program
Weekly housekeeping and linen service
Arrangements will be made, or transportation will be provided (for a fee) to Medical and
Dental appointments scheduled by facility
All utilities except cable television and telephone service
Nurse call system
Scheduled transportation for shopping and other outings

Basic core services include:

1. **Meals and Snacks:** 3 nutritionally well-balanced meals per day are included in your basic core services rate. Modified diets will be available to you if prescribed by your physician as a medical necessity. Special dietary arrangements, other than those that are medically required, must be negotiated in advance between you and the facility. Any arrangements for meals that will be served to you in your apartment will be \$3.00 per tray.
2. **Activities:** The facility will offer a program of planned activities, opportunities for community participation and services designed to meet your physical, social and spiritual needs.
3. **Common Areas:** You will have the opportunity to use the general-purpose rooms of the facility such as lounges, craft rooms, and the chapel.
4. **Transportation:** The facility will make arrangements for or provide transportation (for a fee) to you in order to meet your necessary medical and dental needs. **All appointments not scheduled by facility will be the responsibility of the resident.** It is the responsibility of the responsible party to attend the doctor or dentist appointments with any Resident who is cognitively unable to attend these appointments alone. The facility will also provide regularly scheduled transportation services for use by residents for shopping and other outings. All other transportation is your responsibility.
5. **24-Hour Co-workers Supervision by Awake Co-workers:** The facility shall provide 24-hour co-worker supervision by awake co-workers to ensure the safety of residents.
6. **Availability to Provide Unscheduled and Emergency Care 24-Hours a Day:** The facility shall provide unscheduled and basic emergency care 24-hours a day.
7. **Linen / Laundry Service:** The facility shall provide linen/laundry service for your personal items. You may choose to do your own laundry in the Resident Laundry at no charge. The facility will not iron your clothes. The facility is not responsible for lost or damaged laundry items in the Facility or Resident laundry. You may NOT have an iron in your apartment.
8. **Assistance with Storage and Administration of Medications.** The facility co-workers will assist you with storage and administration of medications and will assist you in taking self-administered medications to the extent allowed by state law. If the facility determines that these services cannot properly be provided to you in your apartment because of applicable state law, transfer to a higher level of care outside the facility may be required. Assistance with storage and administration of medication for you is described in your service plan. If the facility is to administer resident medications the resident or responsible party **MUST** provide the facility with an ACCURATE and up to date medication order list SIGNED and dated by the resident's physician. This medication order list must include ALL medications that are to be assisted with or administered by the facility including, PRNs, over-the-counter medications, vitamins, creams, eye drops, etc. If the facility does not have in their possession a SIGNED and dated physician order for all medications including those listed above, the facility will NOT administer the medication. All medications brought into the facility for the resident must not be expired and must be in the original container and have an appropriate, readable expiration date and label. Any time that a medication order is changed it is the responsibility of the resident or the responsible party to provide the facility with this change in orders signed and dated by the resident's physician.

OPTIONAL SUPPLIES AND SERVICES NOT COVERED IN THE FACILITY'S BASIC CORE SERVICES RATE AND RELATED CHARGES:

<u>Item</u>	<u>Charges</u>
Beauty Shop visits	Per service
Extra housekeeping services	Negotiated
Transportation services	\$5.00
Guest meals	Breakfast \$4.50, Lunch \$5.50 and Supper \$4.50
Holiday guest meals	\$12.00
Incontinence products	Cost + 10%
Wound care products	Cost + 10%
Medical supplies	Cost + 10%
Nutritional supplements	Cost + 10%
Pharmacy Supplies	Cost + 10%

C. Direct Care Services

NOTE:

For residents who are eligible for the Living Choices Assisted Living 1915 (c) home and community based services Medicaid waiver, a copy of the resident's waiver plan of care will become a part of the Direct Care Services portion of the resident's Occupancy Admission Agreement and is filed in the Care Plan section of the chart.

1. **Assessment/Evaluation.** The facility shall regularly assess and evaluate your status to identify any changes in your situation. If your situation changes, the facility shall help you respond to your needs for direct care services and shall make referral for appropriate services. The facility shall also make referrals for your transfer or discharge if required.
2. **Direct Care Services.** The facility co-workers will assist you, as needed, with dressing, grooming, bathing and other activities of daily living, to the extent allowed by applicable state law or as stated in your service plan. Direct care services that you need that are included in the basic core services are described in the Direct Care Service Plan.
3. **Direct Care Services at Additional Cost.** Direct care services that you need that are not included in the facility's basic core services that are available in the facility on an additional fee basis are described in the Direct Care Service Plan.
4. **Direct Care Services that the Facility Cannot Provide.** Arrangements for other direct care services that you need that are not available in the facility are described in the Direct Care Service Plan.
5. **Housekeeping Services for Your Apartment.** Housekeeping services for your apartment will be provided weekly at no charge. If housekeeping services are needed more frequently than weekly, a charge may apply. The additional charges for housekeeping services not included in the basic core services will be negotiated upon the need.
6. **Emergency Evacuation Assistance.** You may have been identified as needing help in case of emergency evacuation of the facility. The arrangements that the facility has made to ensure co-workers will be available to assist you in case of emergency evacuation are described in the Direct Care Service Plan.

D. Health Care Services

1. **Assessment/Evaluation.** The facility shall regularly assess and evaluate your Health status to identify any changes in your physical, mental, emotional and social

functioning. The facility will help you respond to your dietary and health needs and needs for special services. The facility will make referrals for appropriate health care services required if your condition changes and will refer, transfer or discharge you if required. In case of an emergency, facility co-workers will summon emergency medical services to assist you by calling "911" or otherwise summoning appropriate medical services personnel.

2. **Health Care Services.** Health care services that you need that are available in the facility's basic core services are described in the Health Care Service Plan. If a physician has deemed that you require no health care services at this time the Health Care Services Plan portion of your occupancy agreement will be marked "None".
3. **Health Care Services at Additional Cost.** Health care services that you may need are included in the facility's basic core services list unless they are needs that are available in the facility on an additional fee basis are described in your Health Care Service Plan.
4. **Health Care Services that the Facility Does Not Provide.** Arrangements for other health care services that you need that are not available in the facility are described in the Health Care Service Plan.
5. **Health Care Services that You Pay For.** Except as otherwise expressly stated in this agreement, you are responsible for obtaining and paying for any of your health and medical care services. This includes, without limitation: hospital services, physicians' services, nursing services including skilled nursing, private duty personnel, medications, vitamins, eye glasses, eye examinations, hearing aids, ear examinations, dental work, dental examinations, orthopedic appliances, laboratory tests, x-ray services or any rehabilitative therapies or devices.
6. **Health Records.** The facility maintains a separate resident file on each of its residents. That file may contain medical and other personal information. All information and records regarding residents are confidential and are not released without written consent of the resident or their authorized legal representative. The facility's licensing agency has the authority to examine medical records as part of the agency's evaluation of the facility. In addition, each resident has the right to review their resident file or to authorize a responsible party to review the resident file.

II. PETS – No pets are permitted at Mercy Crest.

III. COMPLIANCE AGREEMENT

Your choice and independence of action may need to be limited when your choice, preference and/or actions are identified as placing you or others at risk, lead to adverse outcomes and/or violate the norms of the facility or program or other residents.

You shall not be permitted to remain in the facility if your condition requires twenty-four (24) hour nursing care or other services that the facility is not authorized by law to provide. Any Compliance Agreement negotiated between you and the facility is described in the Compliance Agreement section of the service plan. Should no Compliance Agreement be required at this time, it shall be noted.

IV. FEES

A. Basic Core Services Rate:

Private Pay Residents

The basic core services rate, as of the date of this agreement, is \$ _____.

Medicaid Residents

The basic core services rate, as of the date of this agreement is \$666.00 AND **resident liability** of \$ _____ for Medicaid residents.

This amount is due and payable monthly in advance by the first (1st) day of each calendar month. A late charge of twenty-five dollars (\$25.00), plus interest at the maximum legal rate, shall be assessed if the basic core services rate is not paid by the tenth (10th) day of the month. Your rights to occupy and use your apartment and to receive other services under this agreement are contingent upon your timely payment of the basic core service rate. The items included in the basic core services rate are listed in section B of this agreement. Charges for services and supplies not included in the basic core services rate are also listed in section B of this agreement.

B. Adjustments to Rates and Fees

The facility shall have the right, upon thirty (30) days prior written notice to you, to change your basic core services rate and other fees and charges. If your care is funded at government prescribed rates, the operative date for any government modification in reimbursement rate shall be the operative date for a change in your basic core services rate. The facility has the right to increase your level of care charge as your level of care changes or you must seek placement elsewhere. This notification of rate change due to a change in level of care will be made in writing to the resident or responsible party.

C. Absences from Facility

You are responsible for paying your basic core services rate even when you are absent from your apartment or the facility, including, but not limited to, times when you are on vacation or when you have been transferred temporarily to a skilled nursing facility, or if you have been transferred to an outside health care facility.

D. Community Deposit AND Refund Policy

Prior to admission to the facility, you must pay a Community Deposit of \$300.00 (**non-refundable, see #5 on next page**); or other amount determined by the facility on a standard basis. Your deposit will be held by the facility while you are an occupant there and will be non-refundable after you vacate your apartment. The following conditions apply to any refund of unused monthly rents.

1. For a fourteen-day (14) period beginning on the date of entry into the facility, you shall have the right to rescind any contractual obligation into which you have entered, including this Agreement, and receive a full refund of any monies transferred to the facility.
2. If you entered the facility and received some benefits or services, the charges of the services provided, which include room and board, shall be prorated.
3. Residents with income of SSA/SSI benefits shall receive funds on a pro rata basis from that income source without regard for the reason of transfer. In the event a transfer is for medical reasons and you need to maintain on-going medical care and services, refunds shall be prorated regardless of income source.
4. If, after the expiration of the fourteen (14) day period referenced above, you provide at least ten (10) days notice, any applicable refund (minus the community fee) shall be available the day you leave the facility. If you do not provide at least ten (10) days notice of any move from the facility, your refund will be made to you within ten (10) days of discharge.
5. After the 14-day time period has elapsed, the community deposit becomes **non-refundable**.

V. PAYOR INFORMATION AND FUNDING SOURCE

Your basic core services rate (room and board) at the facility will be paid for by the _____ [resident, family, other source]. Other services received by you at the facility will be paid for by _____ [resident, family, Medicaid, other source].

VI. PROCEDURE FOR NON-PAYMENT OF FEES

The basic core services rate, as of the date of this agreement, is \$. . . This amount and any other accrued charges are due and payable monthly in advance by the first (1st) day of each calendar month. A late charge of twenty-five dollars (\$25.00), plus interest at the maximum legal rate, shall be assessed if the basic core services rate and other accrued charges are not paid by the tenth (10th) day of the month. Your rights to occupy and use your apartment and to receive other services under this agreement are contingent upon your timely payment of the basic core service rate and other accrued charges. The items included in the basic core services rate are listed in Section B of this agreement. Charges for services and supplies not included in the basic core services rate are listed in Section B of this agreement.

In addition, it is the policy of the facility to terminate your residency for the failure to pay the basic core services rate, supplies not included in the basic core services rate or additional charges for services you have requested within ten (10) days of the due date.

VII. ADMISSIONS

You understand and agree that your age, application forms, statement of finances, health history and medical report, personal interview and emergency information records are a part of this Agreement, and any material misrepresentation or omission made by you as to your age, finances, resources and health history shall render this Agreement void at the option of the facility. You agree to submit updated copies of the above forms from time to time as requested by the facility.

VIII. CHANGE OF ACCOMMODATIONS

The facility has the right to determine and make all arrangements regarding residency, including admission and dismissal of you and other residents and adjustments in rates and accommodations consistent with state law and facility policies.

A. Dual Occupancy

The facility permits dual occupancy of selected units. If there are two of you, in the event of the death or transfer of one of you during the term of this Agreement, the remaining resident may remain in your apartment upon the payment of the current basic core services rate for double occupancy of the apartment. If the remaining resident wishes to transfer to a single apartment, he or she may do so, upon payment of the current basic core services rate for single occupancy, when one becomes available.

B. Move to New Apartment

If, at your request, you choose to change apartments within the facility, you will be responsible for paying the actual cost of labor and materials needed for cleaning and redecorating your old apartment and for moving you to the new apartment.

IX. ACCESS TO YOUR APARTMENT

The facility's co-workers may enter your apartment at reasonable times and for reasonable purposes, including inspection, maintenance and other services described in this Agreement.

In addition, the facility is licensed as an assisted living facility by the Department of Human Services' Division of Medical Services' Office of Long Term Care and, as an authorized agent of the Department and Division may, enter and inspect the entire facility, including your apartment, at any time without advance notice.

X. YOUR RIGHTS AND RESPONSIBILITIES

A. Facility Rules and Regulations

You agree to abide by and conform to the rules, regulations, policies and principles as they now exist for the operation and management of the facility and such reasonable amendments to the above as the facility may subsequently adopt. A copy of the facility's policy and procedures are located in the front reception area. Feel free to ask for a copy at any time. A copy of the facility's state survey is also located in the front lobby for public viewing.

Resident Rights

These Resident's Rights policies and procedures insure that each Resident admitted to the facility shall have the right to humane care and environment, which shall include, but not be limited to:

- A. The right to nutritional diets including the right to have a diet, which is consistent with any religious or health-related restrictions as ordered by a physician;
- B. The right to a safe and sanitary living environment.

Each Resident:

1. Is fully informed, prior to or at the time of admission, of these rights and responsibilities and of all rules and regulations governing resident's conduct and responsibilities;
2. Is encouraged and assisted throughout his/her stay to understand and exercise his/her resident rights and to this end may voice grievances and recommend changes in policies and services to the facility and/or outside representative of his/her choice in a diplomatic and non-aggressive manner and be free from restraint, interference, coercion, discrimination or reprisal;
3. May manage his/her personal financial affairs;
4. Upon request, accounting of financial transactions on his/her behalf will be given;
5. Is treated with consideration, respect, and full recognition of his/her dignity and individuality, including privacy in treatment and in care for his/her personal needs, including, but not limited to, visual privacy in tub, shower and toilet rooms, and in any medical examination or health related consultations the resident may have at the facility. However, the facility will provide professional and private personal care services including baths, toileting, etc. while in the direct company of a resident as necessary and in correlation with the service plan;
6. Shall have the right to retain the services of his/her own personal physician and dentist, resident records will be treated as confidential records by co-workers members;
7. Shall have the right to select the pharmacy or pharmacist of their choice;
8. Is free from mental, sexual, and physical abuse and free from chemical and physical restriction except during an emergency and only until appropriate action can be taken by persons outside the facility;
9. Is not required to perform services for the facility;
10. May communicate, associate, and meet privately with persons of his/her choice unless to do so would infringe upon the rights of other residents. May send and receive his/her personal mail unopened. Has the right to access a telephone for outgoing and incoming calls.

B. No Ownership Interests

Your rights under this Agreement are the rights and privileges expressly granted, and do not include any ownership interest in the facility or other properties of the facility.

C. Absences

You are free to leave the facility at any time that you wish, but the facility cannot be responsible for any obligations or expenses incurred by you at such time. You must agree to sign in and out of the facility In & Out Book in the front of the building any time you are going to leave the building. You agree to notify the facility in advance of extended absences.

D. Performance of Services or Activities for Facility

You are not required to perform services for the facility. You and the facility may agree that you will perform certain activities or services in the facility if you volunteer or are compensated at or above prevailing rates in the community. Volunteer and/or compensation of activities and/or services performed by you are described in your service plan.

XI. TERMINATION OF AGREEMENT

A. By You

You may terminate this Agreement at any time by giving thirty (30) days written notice to the facility through the facility's Administrator. Your notice must identify the date when the termination is to become effective, and that date must be at least thirty (30) days after the date of the notice.

In addition, if you are transferred permanently to an outside facility because you need a higher level of care than that available at the facility, you may terminate this Agreement immediately upon your vacating your apartment AND removing all your belongings from it.

B. By the Facility

The facility may terminate this Agreement at any time, with documented cause, by giving thirty (30) days written notice to you and to your responsible person, if applicable. The written notice shall include information concerning your appeal rights.

If an emergency condition exists whereby your continued residence will constitute immediate jeopardy, a direct threat or the substantial risk of serious harm, serious injury, impairment or death to yourself, other residents or co-workers, the facility may immediately discharge you. Notwithstanding the foregoing, the facility may terminate this Agreement at any time by giving you three (3) days written notice if you are engaging in behavior that is a threat to the mental and/or physical health or safety of you or to the mental and/or physical safety of other residents or co-workers in the facility.

In addition, it is the policy of the facility to terminate for any of the following reasons:

1. Your failure to pay the basic core services rate or additional charges for services you have requested within ten (10) days of the due date;
2. Your failure to comply with State or local law after receiving written notice of the alleged violation;
3. Your failure to comply with the facility's rules and regulations;
4. A change in the use of the facility;
5. Determination by the facility that the facility is inappropriate for the care you require;
6. You have been found to be incapable of recognizing danger, summoning assistance, expressing need or making care decisions;
7. Your refusal to enter into a negotiated compliance agreement or refusal to revise the current compliance agreement when there is a documented reason for the need of a negotiated compliance agreement or revision thereof. You shall not be permitted to remain in the facility if your condition requires twenty-four (24) hour nursing care or other services that the facility is not authorized by law to provide.
8. You refuse to cooperate in an examination by a licensed physician or psychologist to determine your health or mental status for the purpose of establishing appropriateness for retention or termination from the facility.

C. Death

This Agreement shall terminate automatically upon your death. The basic core services rate due and payable shall be and remain the property of the facility, and your estate shall be charged for unpaid bills. The full basic core services rate will be charged for the entire calendar month regardless of what portion of the month your apartment is occupied, except as provided in Section XI(D), below.

D. Vacating Apartment and Refund

Upon termination of this Agreement under Section XI(A), (B), or (C) above, you or your estate shall vacate your apartment, remove all of your belongings from it, and return all your keys to the facility. Until your apartment is vacated and all your property is removed from your apartment, and your apartment and mailbox key you or your estate shall remain liable for the basic core services rate. Once your apartment has been vacated, the facility may remove any of your remaining belongings and store them at the expense of you or your estate. When your apartment has been vacated and all of your property has been removed from the facility, your basic core services rate obligation will terminate.

E. Release from Obligations

Any termination of this Agreement under this Section XI shall terminate the facility's obligation to furnish accommodations and services to you. Upon payment of any refund provided for above, the facility shall have no further obligation to you under this Agreement.

XII. TRANSFER/DISCHARGE PLAN

The transfer/discharge plan agreed upon by you and the facility is included in your service plan. If there is no plan for discharge at this time it shall be noted on your service plan.

XIII. FACILITY PROPERTY

A. No Tenancy Interest or Management Rights

This Agreement gives you the right to live in the facility and to have as much freedom and choice regarding your life here as possible. However, it does not give you the rights of a "tenant" as state law defines that term. The facility reserves the sole right to provide management of the facility in the best interests of all residents and reserves the right to manage or make all decisions concerning the admission, terms of admission or dismissal of other residents consistent with state law.

B. Liability for Damage to Your Apartment and Facility's Real and Personal Property

You agree to maintain your apartment in a clean, sanitary and orderly condition. You shall reimburse the facility for any repair to your apartment and for the repair or replacement of furnishings and fixtures owned by the facility in your apartment above and beyond ordinary wear and tear. In addition, you shall reimburse the facility for any loss or damage to the facility's real or personal property outside of your apartment caused either intentionally or negligently by you or by persons on the premises with your consent. The facility is not liable for any lost or damaged personal property owned by you or persons on the premises visiting you.

XIV. COOKING CAPABILITY WITHIN APARTMENT

The inclusion of a microwave within your apartment and whether the facility or you will provide the microwave is described in your service plan. The facility reserves the right to remove any and all cooking appliances from your apartment should the administration deem you unsafe or cognitively unable to operate such appliances appropriately.

XV. RESPONSIBILITY FOR RESIDENT'S PERSONAL FUNDS

The responsibility for your personal funds is described in your service plan. The facility is not responsible for personal funds not in the facility trust fund.

XVI. RESIDENT'S PROPERTY

The facility is not responsible for loss of any property belonging to you due to theft or any other cause. You are responsible for purchasing and maintaining insurance to cover damage to or the loss of your property.

XVII. ADVANCE DIRECTIVES

It is the policy of this facility to ask all prospective residents whether they have executed any advance directives. This includes:

1. Health care powers of attorney, living wills, or other documents that describe the amount, level or type of health care you would want to receive at a time when you can no longer communicate those decisions directly to a doctor or other health care professional;
2. Documents in which you name another person who has the legal authority to make health care decisions for you.

If you have executed any such documents, or if you execute any such documents while you are living at the facility, it is your responsibility to advise facility co-workers of this and to provide a copy of any

such documents to the facility. If you have such documents, and you have provided a copy to the facility, the facility will provide copies of these documents to health care professionals who may be called to assist you with health care. If you execute such documents, and later revoke or change them, it is also your responsibility to inform the facility of such revocation or change. This is required so that the facility can assist you in ensuring your health care choices are properly communicated to your health care professionals.

The acceptance of an advanced directive, of any nature, is not an agreement by the facility to the terms of the advanced directive. At all times, the facility will conform to requirements of the law and applicable regulations regarding advanced directives, and any terms or conditions in your advanced directive that are contrary to the law or to applicable regulations shall not be binding on the facility.

XVIII. INCOMPETENCE

If you have not designated another person or legal entity to serve as your conservator or guardian, you grant authority to the facility to apply for the appointment of a conservator or guardian for you in the event that:

1. You become legally incompetent; OR
2. You are unable to properly care for yourself or your property.

XIX. WAIVER OF ONE BREACH NOT A WAIVER OF ANY OTHER

The failure of the facility in one or more instances to insist upon the strict performance, observance or compliance by you with any of the terms and provisions of this Agreement is not a waiver or relinquishment by the facility of its right to insist upon strict compliance by you with all of the terms and provisions of this Agreement.

XX. ASSIGNMENT

This Agreement may not be assigned by either party.

XXI. FAMILY VISITS

The facility encourages family and friends to visit you, subject to the facility rules and regulations. The facility encourages regular family involvement with the residents and provides ample opportunities for family participation in activities at the facility. The facility's visiting policy is posted in the front lobby.

XXII. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, this Agreement shall be read as if such unenforceable provision was not included and all other provisions of this Agreement shall continue in full force and effect.

XXIII. GOVERNING LAW

The laws of the State of Arkansas govern this Agreement, except as to conflicts of law issues.

XXIV. ATTORNEYS' FEES

In the event you or the facility brings legal action to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reimbursements of its costs and reasonable attorneys' fees from the non-prevailing party.

XV. NOTICE

Notices required by this Agreement shall be in writing and delivered either by personal delivery or mail. If delivered by mail, notices shall be sent by Express Mail, or by certified or registered mail, return receipt requested, with all postage and charges prepaid. All notices and other written communications required under this Agreement shall be addressed as indicated below, or as specified

by subsequent written notice by the party whose address has changed. Notices of discharge or transfer shall be considered delivered when received by you.

IF TO FACILITY Mercy Crest Retirement Living
1300 Strozier Lane
Barling, AR 72923
Attention: Sandra Presson, R.N.

IF TO RESIDENT _____

DIRECT CARE SERVICE PLAN

SUPPLIES AND SERVICES INCLUDED IN THE FACILITY’S BASIC CORE SERVICES RATE

DIRECT CARE SERVICES

- 3 nutritious meals and snacks
- Medication assistance or administration
- An active social and recreational program
- Weekly housekeeping and linen service
- Arrangements will be made, or transportation will be provided (for a fee) to medical and dental appointments scheduled by facility.
- All utilities except long distance phone service
- Nurse call system
- Provide scheduled transportation for shopping and other outings.

HEALTH CARE SERVICES None necessary at this time.

SPECIAL DIETARY ARRANGEMENT OTHER THAN THOSE NOT MEDICALLY REQUIRED

None necessary at this time.

OPTIONAL SUPPLIES AND SERVICES NOT COVERED IN THE FACILITY’S BASIC CORE SERVICES RATE – AND RELATED CHARGES:

<u>Item</u>	<u>Charges</u>
Beauty Shop visits	Pre service
Extra housekeeping services	Negotiated
Extra transportation services	Negotiated
Guest meals	Breakfast \$4.50, Lunch \$5.50 and Supper \$4.50
Holiday guest meals	\$12.00
Incontinence products	Cost + 10%
Wound care products	Cost + 10%
Medical supplies	Cost + 10%
Nutritional supplements	Cost + 10%

ARRANGEMENTS FOR SERVICES NOT AVAILABLE IN FACILITY

DIRECT CARE SERVICES **None necessary at this time.**

HEALTH CARE SERVICES **None necessary at this time.**

ARRANGEMENTS FOR ASSISTANCE NEEDED BY RESIDENT IN THE EVENT OF THE NEED FOR EMERGENCY EVACUATION

Co-workers will assist with emergency evacuation as needed. Should the resident require more co-workers assistance than the facility is staffed for, the resident will be required to provide a personal care giver to provide emergency evacuation assistance. If a personal care giver is responsible for the resident’s evacuation it will be noted in the compliance agreement.

Items not allowed in Assisted Living Apartments

1. Irons
2. Electric Blankets, Heating Pads (for diabetic residents)
3. Bedside Commodes, Urinals, and Bedpans
4. Surge Protectors (must be approved by Administration or Maintenance **prior** to use)
5. Coffee Pots
6. Hot Plates
7. Toasters
8. Candles or Candle Warmers
9. Firearms or Other Weapons
10. Extension Cords
11. Any other items deemed a hazard by administration

ARRANGEMENTS FOR STORAGE & ADMINISTRATION OF MEDICATIONS

STORAGE OF MEDICATION

- Facility** will store medication for resident.
- Resident** will store medication.
- Family **will provide** medication set-up for resident.
- Family **will not provide** medication set-up for resident.

ADMINISTRATION OF MEDICATION

- Resident** will self-administer medication **without co-workers assistance**. Complete Self-Administration Assessment.
 - Resident** will self-administer medication **with co-workers assistance**.
 - Co-workers will administer** resident's medication.
 - Resident** will self-administer SOME medications, co-workers will assist/administer SOME medications.
- COMPLETE SELF-ADMINISTRATION ASSESSMENT

VOLUNTEER/COMPENSATED PERFORMANCE OF SERVICES BY RESIDENT

VOLUNTEER SERVICES None

COMPENSATED SERVICES AND AGREED AMOUNT COMPENSATION None

TRANSFER/DISCHARGE PLAN None at this time

COOKING CAPABILITY WITHIN APARTMENT

Check one below:

- _____ Microwave is requested by the resident and supplied by facility.
- _____ Microwave is declined by resident or responsible party.
- _____ Microwave is the property of the resident.
- _____ Resident lacks capacity to utilize cooking appliance.

RESPONSIBILITY FOR RESIDENT'S PERSONAL FUNDS

Check one below:

- _____ Resident will manage own personal funds.
- _____ Responsible party will manage resident personal funds.
- _____ Facility will manage resident personal funds.

Facility terms for financial management of Resident Personal Allowance and Resident Trust Account:

All residents are allowed to manage their own financial affairs. The resident may authorize another person to manage his/her money in writing. The resident may choose the manner in which his/her money is managed, including a money management program, representative payee program, financial power of attorney, trust or similar method, as described by the resident. The facility does not require that residents deposit funds with the facility. The facility administrator, resident liaison or other designee will maintain the management of personal allowance accounts. The administrator is ultimately responsible for all resident personal allowance accounts.

The facility will provide for the safekeeping and accountability of resident funds and hold harmless and indemnify the resident from any loss of or theft of funds in accordance with the following:

- A. Each resident has the opportunity to place personal funds into an account, and there will be no fee charged by the facility for maintaining the account;
- B. Residents receiving SSI or Medicaid Living Choices Waiver services are entitled to retain an amount from their income for personal needs consistent with federal and state requirements;
- C. The facility will hold personal funds in trust for the sole use of the resident and such funds will not be commingled with funds of the facility or used for any purpose other than for the benefit of the resident;
- D. The personal funds shall be used at the discretion of the resident or his/her responsible party;
- E. The resident may terminate his/her facility-maintained account and receive the current balance within seven (7) calendar days of termination;
- F. The facility will maintain individual records for each resident who has an account that shows all debits and credits to the account and that maintains a running, current balance;
- G. The facility will document all personal transactions and maintain all paid bills, vouchers and other appropriate payment receipt documentation in the manner prescribed by state regulations or by law;
- H. The facility may deposit personal allowance funds in individual or collective interest bearing, federally insured bank accounts. If these accounts are established, the facility will insure that interest from these accounts is distributed equitably to each resident's account;
- I. The facility will, quarterly, supply each resident or responsible party who has a personal account with a statement showing all deposits, withdrawals and current balance of the account;
- J. The facility will provide the Office of Long Term Care access to required resident financial records upon request;
- K. Residents shall have access to his/her personal allowance account during the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday;
- L. The facility will not make any charge to the resident for supplies or services that the facility is by law, regulation or agreement required to provide under the basic charge;
- M. A written consent of the resident or his/her responsible party will be obtained and kept in the resident's record for any services or supplies provided by the facility beyond those that are required to be included in the basic charge;
- N. Whenever a resident authorizes the facility to exercise control over his/her personal allowance, such authorization must be in writing and signed by the resident or his/her responsible party and the facility administrator or designee.
- O. Any waiver of the right to a personal allowance by a resident entitled to the allowance is void;
- P. The personal allowance will, at the discretion of the resident, be used in obtaining clothing, personal hygiene items and other supplies, services, entertainment or transportation for personal use not otherwise provided by the facility pursuant to the occupancy admission agreement or required by regulation;
- Q. The facility will not demand, require or contract for payment of all or any part of the resident's personal allowance in satisfaction of the facility rate for supplies and services;
- R. The facility will not charge the resident additional amounts for supplies and/or services that the facility is by law, regulation or agreement required to provide under the basic charge;
- S. Services or supplies provided by the facility beyond those that are required to be included in the basic charge will be charged to the resident only with the specific written consent of the resident or guardian;
- T. The resident will be furnished in advance of the provision of the supplies or services with an itemized statement setting forth the charges for services or supplies provided by the facility;
- U. Whenever a resident authorizes the facility to exercise control over his/her personal allowance, such authorization will be in writing and signed by the parties to be charged. Any such money will not be commingled with the funds or become an asset of the facility or the person receiving the same, but will be segregated and recorded on the facility's financial records as independent accounts.

Transfer of resident funds shall meet the following:

- A. At time of discharge from the facility, the resident or his/her responsible party will be provided a final accounting of the resident's personal account and issued the outstanding balance within seven (7) calendar days of the date of discharge. If the resident is being transferred to another facility or health care facility, the resident or responsible party will be given an opportunity to authorize transfer of the balance to a resident account at the receiving facility;
- B. Upon death of a resident, a final statement of the account will be made, and all remaining funds will be transferred to the resident's estate applicable to state laws;
- C. If the facility changes ownership, the existing owner will provide the new owner with a written statement of all resident personal funds. The statement will verify that the balance being transferred in each resident's account is true and accurate as of the date of transfer.

The facility will maintain inventory and security of all monies, property or things of value that the facility agrees to store for the resident outside of the resident's apartment or living unit. If the facility maintains anything of value for the resident, it shall be done with written, voluntary authorization from the resident or his/her responsible party.

If a responsible party or payee fails to pay for charges or to provide for the resident's personal needs, the facility shall notify the Department of Human Services, Division of Aging and Adult Services, Adult Protective Services.

IN WITNESS WHEREOF, MERCY CREST and you have executed this Agreement in duplicate.

RESIDENT (S):

Name: _____

Address: _____

Telephone: () _____

(Signature)

(Date)

RESPONSIBLE PERSON (if applicable):

Name: _____

Address: _____

Telephone: () _____

(Signature)

(Date)

THE FACILITY:

By: Sandra Presson, R.N.
Administrator

(Signature)

(Date)

Mercy Crest Retirement Living HIPAA Release Consent

Authorization for Use or Disclosure of Protected Health Information

Name of Resident _____ Date: _____

I hereby authorize the use and disclosure of my health information as indicated below to all nurses and administrative co-workers of **Mercy Crest Retirement**.

I understand that this release is voluntary and that I may revoke this authorization at any time except to the extent that action has been taken in reliance on this authorization. I also understand that if the individual or organization authorized to receive this information is not required to comply with current privacy regulations, my health information may be disclosed to others and no longer protected by current state and federal privacy regulations.

I hereby authorize the release of the information checked and/or listed below for the time period beginning on _____ and ending indefinitely:

Complete health care record(s)	Discharge Summary	History & Physical Examination
Progress Notes	Minimum Data Set	Medical/Treatment Records
Laboratory Reports	Dental Records	Billing Statements
Pathology Reports	X-Ray Reports	Emergency Care Records
Transcribed Reports	Nurses' Notes	Photographs, Video Tapes, Digital or other images
Consultant Reports	Care Plans	Other: _____

The information checked and/or listed above is to be released to: _____
for the purpose(s) of continuity of care.

I understand that the individual, organization, or entity receiving my health information may receive financial or in-kind compensation in exchange for using or disclosing the information described above.

Unless otherwise revoked by me, I understand that this authorization will not expire.

I understand that I may refuse to sign this authorization and that my refusal to sign will not affect my ability to obtain treatment or payment or my eligibility for benefits.

I understand that I may inspect and copy any information used or disclosed under this authorization. I understand that a fee may be charged for such copying services.

I hereby release the facility, its co-workers, officers, and health care professionals from any legal responsibility or liability for disclosure of the above information to the extent indicated and authorized herein.

I understand that I may revoke this request at anytime by providing the facility with my written notice of such revocation.

Printed Name of Resident _____ Date: _____

Signature of Resident: _____

Printed Name of Representative: _____ Date: _____

Signature of Representative: _____ Relationship _____

Printed Name of Witness: _____ Date: _____

Signature of Witness: _____

A copy of this record must be provided to the person making the request and a copy must be filed in the medical record.
COMPLIANCE AGREEMENT

_____ **Compliance agreement not warranted at this time.**

