Residence and Service Agreement

[ ] RCF Facility

[ ] ALF Facility

By this Agreement, made and entered into on this _____ day of _____ 20____

between Amber Assisted Living, (hereinafter referred to as the Facility) and

_____________________________ and ____________________________ hereinafter

(Resident)  (Responsible Party)

referred to as Resident), the Facility hereby rents an apartment to the Resident, and accepts the Resident as a tenant of the Residence located at 365 SW Belair Drive, Clatskanie, OR. Said apartment shall be occupied by the individual(s) indicated above as “Resident” and is not assignable, or otherwise transferable. Resident is subject to all state and city laws and ordinances as well as applicable Oregon Department of Human Services (DHS) regulations and facility policies.

RENT

Resident shall pay monthly rent and other charges in the following amounts:

<table>
<thead>
<tr>
<th>MONTHLY PREMISES RENT</th>
<th>OTHER MONTHLY CHARGES (SPECIFY)</th>
<th>TOTAL RENT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The total amount set forth above is payable in advance on or before the 5th day of each and every month during said term to Owner at PO Box 308, Clatskanie, OR 97016, or any such other place that the Owner may from time-to-time designate. Any rent unpaid by the due date is termed delinquent. Owner may, at Owner’s option, apply funds received from Resident to balances due in the following order: damage, repairs, unpaid utilities, late payment charges, notice fees, miscellaneous charges such as parking or storage rental, and past due rent, and current rent. At any time during a month-to-month tenancy, rent may be increased on 30 days written notice.

Rent received on or after the 6th day of each month shall result in assessment against Resident of a $300.00 late payment charge plus $10.00 each additional day thereafter that rent has not been paid in full, which shall be considered to be additional rent and must be paid at the time the delinquent rent is paid. Any check which fails to clear the bank shall be treated as unpaid rent and shall be subject to the aforementioned late payment charge, plus a $50.00 returned check fee. Should Resident submit a check that is dishonored or returned for insufficient funds, or should Resident offer to cure any such default such as following receipt of a Pay or Vacate Notice, Resident shall make such payment by cash, cashier’s check or money order. If Resident gives
Owner two checks that are returned for nonpayment, all future payments by Resident shall be made by cash, cashier’s check or money order. Notwithstanding the foregoing, Owner may issue a Three Day Notice to Pay Rent or Vacate immediately after the rental due date without waiting until late payment charges begin to accrue.

If for reason of non-payment of rent, Owner shall give a statutory Three (3) Day Notice to pay rent or Vacate or if Owner shall lawfully issue any other notice permitted pursuant to ORS 90.394. Resident agrees to pay in addition to the delinquent rent and late payment charges provided for above, the sum of $250.00 for preparing and giving the notice, which shall be paid by the deadline for compliance with the Notice.

**MEDICAID**

If Resident’s financial situation changes and Resident applies for and receives Medicaid support while residing in a 1 bedroom apartment, Resident may be asked to move into a studio apartment; or if a Resident is a Medicaid client and moves into a private bedroom apartment (because it was the only apartment vacant), Resident may be required to move into a studio apartment when one becomes available. Residents will only be required to move after a thirty (30) day prior written notice is provided to the resident or resident’s responsible party. The portion due by Resident varies based on Resident’s Medicaid support. Resident is responsible for the portion of unpaid rent and/or fees.

**MOVE-IN FEE AND DEPOSITS**

The Resident shall deposit with the Management Company a security deposit. This deposit shall be refundable to the resident within 30 days of termination of this Agreement subject to withholdings for: Non-payment of, or shortage in payment of rent or other outstanding fees at the time of termination; or Repair of damages to the apartment or facility caused by the resident beyond normal wear and tear.

Definition: “Beyond normal wear and tear” means wear/damage beyond that which is a result of normal aging, fading or soiling, and included the following:

- Damage to apartment-carpet, drapes, vinyl, doors, walls, fixtures, counters or other parts of the premises.
- Excessive Damage from wheelchairs, walkers, canes or other adaptive devices.
- Incontinence, spills, stains to carpet or vinyl that normal cleaning does not remove.
- Pet damage.
- Smoking damage.

The resident acknowledges that, as of the effective date of this Agreement, the apartment is in the condition stated in the Inspection Report Addendum of this agreement.

Please see attached “Addendum C” for complete list of fees, deposits, and other charges.

**SERVICES PROVIDED**

The Facility shall furnish room and board to the Resident which includes three (3) meals daily, snacks, housekeeping, linens, laundry of linens and trash removal; maintenance of building, all utilities (except...
telephone and cable services), crafts and recreational services, and a care giving staff to assist with activities of daily living throughout the day.

An initial service plan identifying the Resident’s care needs prior to admission will be developed based on a screening conducted by the facility Nurse and/or Administrator. The initial service plan will be reviewed within 30 days of admission to ensure the plan accurately reflects the resident’s preferences and needs. The service plan will be reviewed and updated as necessary every 90 days thereafter or whenever a resident’s needs or preferences change. The resident’s service plan will be followed for each resident consistent with that person’s unique physical, psychosocial, and health care needs with recognition of his/her capabilities and preferences and be available to facility care staff at all times. The cost of many services documented in our service plans is included in the per diem rate identified on page one of this document. Certain other services and special equipment required and identified in our service plan may be separately charged and billed. Except in cases of emergency, the Facility will give the Resident 30 days advance written notice of any changes in the availability or charges for service, items, or activities. This does not include changes in Resident level of care in which changes become effective immediately upon re-assessment.

**CONTRACTED PHARMACY**

This facility contracts with an institutional pharmacy who is able to provide your loved one with Unit Dose packaging of medications (bubble packing), a regularly scheduled pharmacist to review our resident’s medication orders, scheduled re-occurring medication deliveries, STAT medication ordering for emergencies and a standardized system for ordering, returning and managing medical supplies and products. Our private paying residents may choose to use an outside pharmacy though this facility must charge $100.00 each month our resident chooses not to use our contracted pharmacy. This fee will help offset some of the costs associated with managing outside pharmacies unique systems.

**VALUABLES**

Unless found to be negligent, the Facility shall not be responsible for Resident’s personal effects to include money and other valuables. Residents may secure personal property insurance at their own expense from an agent or company of their own choosing.

**FIREARMS AND AMMUNITION**

The Facility strictly prohibits resident’s possession of firearms and ammunitions within the facility. If firearms and/or ammunitions are discovered in a resident’s environment they will be asked to immediately surrender them to The Facility’s staff who will keep them in a secure place until they can be taken off of the facility property by the resident’s family, friends or responsible party.

**MEDICAL ATTENTION**

The Facility shall not provide any medical services. However, in the event medical services are deemed advisable or necessary in the judgment of the Facility, then the Resident hereby authorizes the Facility to contact Dr. __________. The Facility may, at its discretion, call an emergency service to assist and/or transfer the Resident as deemed appropriate. All costs incurred in the rendering of medical attention shall be borne by the Resident.
ACCESS TO PREMISES

Management shall have the right to enter the unit in order to inspect the unit, make repairs/improvements or supply agreed upon services. Management will make a reasonable effort to schedule entries with the Resident. Resident shall not unreasonably withhold consent of Management entry. Management shall have the right to enter the unit immediately and without notice in the event of an emergency.

ABSENCES FROM COMMUNITY

The parties agree that should a resident be absent from the community due to hospitalization, vacation or any other reason, the room will be reserved and charges will continue to accrue until the resident’s return or other arrangements are made by the family or guardian. This will remain in effect until written notice terminating the agreement is received by the facility as described in the first paragraph of section TERMINATION. While the resident is away from the community, for whatever reason, they or their responsible party will be responsible for the entire rent and personal care fees listed in Addendum C. Under no circumstances will there be rate adjustments for rent, level of care charges, additional services or meals.

LIABILITY

Neither Owner nor any agent shall be liable to Resident, resident’s family, agents, invitees, employees, or servants for any damages or losses to person or property caused by other residents of the property or other persons. Resident agrees to indemnify and hold harmless Owner and agent(s) from and against any and all claims for damages to property or person arising from resident’s use of the premises or from any activity, work or thing done, permitted or suffered by resident in or about the Premises. Owner or agent(s) shall not be liable for personal injury or damage or loss of resident’s personal property from theft, vandalism, fire, water, rainstorms, smoke, explosions, sonic booms, earthquake or earth movement, or other causes whatsoever unless the same is due to the sole negligence of Owner. If any of Owner or agent’s employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, signing for or delivering packages, or any other service not contemplated in this Agreement, such employee shall be deemed to be the agent of Resident regardless of whether payment is arranged for such service; and Resident agrees to indemnify and hold Owner and agent(s) harmless from all loss suffered by Resident or other person in any of the aforesaid circumstances.

Resident understands that Owner and its legal representatives do not guarantee, warrant, or assure resident’s personal security and are limited in their ability to provide protection. Residents acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Resident acknowledges that they should not rely upon the presence of such devices or measures and should protect themselves and their property as if these devices or measures did not exist. RESIDENT UNDERSTANDS THAT ANY PROTECTIVE STEPS OWNER HAS TAKEN ARE NEITHER A GUARANTEE OR A WARRANTY THAT THERE WILL BE NO CRIMINAL ACTS OR THAT RESIDENT WILL BE FREE FROM THE VIOLENT TENDENCIES OF THIRD PERSONS. RESIDENT HAS BEEN INFORMED AND UNDERSTANDS AND AGREES THAT PERSONAL SAFETY AND SECURITY ARE RESIDENT'S OWN PERSONAL RESPONSIBILITY.

Owner recommends that Resident obtain renter’s insurance to protect Resident’s personal property and to cover Resident’s liability for Resident’s negligence. Resident agrees to obtain insurance protecting the premises from loss or damage caused by Resident or Resident’s negligence and understands that any
insurance that Owner maintains is not for the benefit of the Resident. Resident is responsible for all
damage caused the premises as a result of negligence of resident, its guests and invitees, including but not
limited to fire and glass breakage, and shall be responsible for repair and replacement thereof, regardless
of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism.

**DAMAGES**

Resident agrees to pay all damages to the Facility property caused by the Resident beyond normal wear
and tear.

**TERMINATION**

The resident may terminate this Agreement by giving at least 30 days written notice, on the last day of the
current month, of their intention to terminate (the “Termination Date”). The Resident shall remain liable
for all rent and personal care service fees accruing to the “Termination Date” even if the Resident vacates
the premises prior to the “Termination Date.” If Resident does not (or is unable to) give a 30-day written
notice for health related reasons or death, Resident agrees to pay the per diem rate for fifteen (15) days
after vacating the premises, including removal of belongings. If personal belongings are not removed
from the facility within the 15-day timeframe, the facility will charge the prorated daily rate for each day
the personal belongs are not removed though these charges won’t occur for more than 30 days after which
time personal belongs will be stored by the facility for the cost of $10.00 a day.

There may be times when the facility manager determines that a Resident needs care or other services
that cannot be provided by the facility. The facility reserves the right to terminate this Agreement after giving
the resident a thirty (30) day advanced written notice (according to OAR 410-070-0190) for: 1). Medical
instability; 2). Behavior that poses a danger to self, others or caregivers; 3). Behavior that substantially
interferes with other residents; 4). Failure to make payment for care; 5). The resident’s care needs exceed
the ability or classification of the facility 6). The facility is unable to accomplish resident evacuation in
accordance with OAR 411-055-0081; or The facility’s license has not been renewed, or has been
voluntarily surrender or revoked.

There are times when a resident may require immediate emergency care or medical intervention and will
leave the facility to receive treatment. Prior to returning to the facility our staff will evaluate their needs
and may determine that the resident’s needs cannot be met by the facility. The facility may also give less
than thirty days advance written notice if the health or safety of the resident or others is in jeopardy and
undo delay in moving the resident increases the risk of harm to themselves or others. A resident who is
not allowed to return to the facility after receiving medical or psychiatric care, or who is immediately
moved out of the facility to protect the health or safety of the resident or others has five working days to
request an administrative hearing after receiving the move-out notice. If the resident is moved out of the
facility or is not allowed to return after leaving for medical or psychiatric care and the resident or their
responsible party requests an administrative hearing; the facility will hold the resident’s room, without
charge for room and board or services, pending resolution of the administrative hearing. The Facility will
not charge for services or room and board beyond the date of the resident’s departure when requested to
leave.
The Resident has a right to appeal any and all requests to vacate the premises. In the event that a person is transferred from the facility voluntarily or involuntarily they shall have the right of readmission to the facility provided that: a request for readmission is made within 180 days of the date of transfer; the person is eligible by reason of level of care and means of payment; and no determination was made at an informal conference or hearing that the person would not have the right of readmission. Your right to appeal is described in the state rules and regulations. A copy of these regulations is available in the administrative office.

DEFAULT

If the Resident fails to pay any sums due under this agreement, or fails to comply with any of the provisions of this Agreement, the Resident agrees to pay all collection agency fees and court costs. For changes and/ or amendments see attached documents signed by both parties.

ADDENDA

ADDENDA AND ATTACHMENTS; RESIDENT’S INITIALS ACKNOWLEDGEMENT RECEIPT

A. _________________ Addendum A – Pet Policy
B. _________________ Addendum B – Smoker Policy
C. _________________ Addendum C – Rental Rates
D. _________________ Addendum D – Arbitration Agreement
E. _________________ Addendum E – Addendum to Resident and Service Agreements-Specials
ADDENDUM "A"

Pet Policy

Resident Name: ________________________________  Apt. Number __________________

Facility _______________________________________  Date _________________________

We understand the importance of a pet for many residents. We also recognize the importance of appropriate guidelines and rules to protect the quality of life for other residents as well as the pet involved.

1. The Executive Director will determine the appropriateness of the apartment size and location for a specific pet.

2. The Executive Director may direct that the pet not be in any part of the building or common areas other than the resident’s apartments. The resident and Executive Director will agree on the most appropriate route for taking the pet in and out of the building.

3. The resident may not keep exotic pets.

4. A pet may not disturb any other resident, staff or neighbors with noise, odor or behavior.

5. Resident will pay a one-time $650.00 non-refundable pet fee.

6. In addition to the monthly rent, resident will pay a monthly fee of $50.00

7. Executive Director has the right to refuse any pet.

8. Pets must be licensed as required by local authorities.

9. Evidence of current vaccinations, spaying and neutering may be required. Appropriate pest (flea) control must be maintained.

10. The resident is responsible for proper pet care including food, water, exercise, grooming and waste disposal.

11. Pets visiting a resident are subject to the same policies as resident pets. Prior arrangements should be made through the Executive Director.

12. Should the pet become a threat to the resident, staff or visitors, or develop health problems such as but not limited to incontinence, the Executive Director may require that the pet be removed from the premises within 48 hours. In the event of an emergency, the Executive Director may require and arrange for the pet’s immediate removal at the resident’s expense.

This policy may not apply to a guide dog or service dog

Resident ________________________________  Date _________________________

Facility Rep. ________________________________  Date _________________________

Initial _______  Revised 10/15/09
ADDENDUM “B”

Smoker Policy

Resident Name: ________________________________  Apt. # ________________________
Community ___________________________________  Date: ________________________

This community allows the use of tobacco products by residents. Smoking is permitted outside the building only. Residents will abide with the following guidelines:

1. Tobacco products of any kind may be used at any time in the designated areas outside the facility.

2. Residents may not smoke in their own apartment.

3. Should the residents smoking habits become a threat to the safety of themselves, other residents, staff or facility, the Executive Director has the right to disallow the resident from smoking.

4. Staff members are not permitted to smoke in a resident's apartment.

5. The Executive Director in the best interest of the facility has the right to refuse anyone from smoking in the community.

I have read and understand the Smoking Policy listed above, and agree to its terms and conditions.

Resident ________________________________  Date ________________________

Facility Rep. ________________________________  Date ________________________
ADDENDUM “C”

Rental Rates

<table>
<thead>
<tr>
<th>Type</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Studio</td>
<td>$2,450</td>
</tr>
<tr>
<td>Deluxe Studio*</td>
<td>$2,650</td>
</tr>
<tr>
<td>One Bedroom Suite*</td>
<td>$3,450</td>
</tr>
</tbody>
</table>

Assisted Living Charges

<table>
<thead>
<tr>
<th>Level</th>
<th>Points Range</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>0-20 points</td>
<td>$300</td>
</tr>
<tr>
<td>Level 2</td>
<td>21-40 points</td>
<td>$600</td>
</tr>
<tr>
<td>Level 3</td>
<td>41-60 points</td>
<td>$900</td>
</tr>
<tr>
<td>Level 4</td>
<td>61-80 points</td>
<td>$1,200</td>
</tr>
<tr>
<td>Level 5</td>
<td>81-100 points</td>
<td>$1,500</td>
</tr>
<tr>
<td>Additional Points</td>
<td>$50 per point</td>
<td>101 and up</td>
</tr>
</tbody>
</table>

Second Occupant $750 (plus level of care charges above)

Additional Fee Schedule

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application/Reservation Fee**</td>
<td>$350</td>
</tr>
<tr>
<td>Security Damage Deposit (Refundable)</td>
<td>$500</td>
</tr>
<tr>
<td>Pet Fee***</td>
<td>$650 (plus $50/month)</td>
</tr>
<tr>
<td>Cleaning Fee***</td>
<td>$350</td>
</tr>
<tr>
<td>Electric Wheelchair Deposit***</td>
<td>$250</td>
</tr>
<tr>
<td>Waiting List Deposit (Refundable)</td>
<td>$100</td>
</tr>
<tr>
<td>Lost/Duplicate Keys</td>
<td>$10</td>
</tr>
<tr>
<td>Non-Facility Contracted Pharmacy use</td>
<td>$100</td>
</tr>
<tr>
<td>Deep Cleaning Fee</td>
<td>$175 (Required Annually)</td>
</tr>
<tr>
<td>Phone Fee</td>
<td>$20</td>
</tr>
<tr>
<td>Cable Fee</td>
<td>$20</td>
</tr>
<tr>
<td>Guest Meals</td>
<td>$7.50</td>
</tr>
</tbody>
</table>

*These rates include meals, housekeeping and all of our basic services.

**Application/Reservation fee holds the unit for one week. The fee is a non-refundable administrative reservation fee and pays the staff for time required to conduct and process your health assessment and write a negotiated service plan with you prior to move-in.

***These are all non-refundable fees

Residents are responsible for bringing in own bath towels, hand towels, washcloths, blankets and Shower Curtains.

Note: Those individuals receiving Medicaid support are not subject to the following fees: Application/Reservation fee; Security Damage Deposit; Cleaning Fee; Lost Key Fee, Deep Cleaning Fee
ADDENDUM “D”

RESIDENT AND FACILITY ARBITRATION AGREEMENT – READ CAREFULLY

It is understood and agreed by ________________________________ (the “Facility”) and ________________________________ (“Resident” or “Resident’s Authorized Representative”, hereinafter collectively the “Resident”) that any legal dispute controversy, demand or claim (hereinafter collectively referred to as “claim” or “claims”) that arises out of or relates to the Resident Admission Agreement or any service or health care provided by the Facility to the Resident, shall be resolved exclusively by binding arbitration to be conducted at a place agreed upon by the parties, or in the absence of such agreement, at the Facility, in accordance with the American Health Lawyers Association (“AHLA”) Alternative Dispute Resolution Services Rules of Procedure for Arbitration which are hereby incorporated into this agreement, * and not by a lawsuit or resort to court process except to the extent that applicable state or federal law provides for judicial review of arbitration proceedings or the judicial enforcement of arbitration awards.

This agreement to arbitrate includes, but is not limited to, any claim for payment, nonpayment or refund for services rendered to the Resident by the Facility, violations of any right granted to the Resident by law or by the Resident Admission Agreement, breach of contract, fraud or misrepresentation, negligence, gross negligence, malpractice, or any other claim based on any departure from accepted standards of medical or health care or safety whether sounding in tort or in contract. However, this agreement to arbitrate shall not limit the Resident’s right to file a grievance or complaint, formal or informal, with the Facility or any appropriate state or federal agency.

The parties agree that damages awarded, in an arbitration conducted pursuant to this Arbitration Agreement shall be determined in accordance with the provisions of the state or federal law applicable to a comparable civil action, including any prerequisites to, credit against or limitations on, such damages.

It is the intention of the parties to this Arbitration Agreement that it shall inure to the benefit of and bind the parties, their successors and assigns, including the agents, employees and servants of the Facility, and all persons who claim is derived through or on behalf of the Resident, including that of any parent, spouse, child, guardian, executor, administrator, legal representative, or heir of the Resident.

All claims based in whole or in part on the same incident, transaction, or related course of care or services provided by the Facility to the Resident, shall be arbitrated in one proceeding. A claim shall be waived and forever barred if it arose prior to the date upon which notice of arbitration is given to the Facility or received by the Resident, and is not presented in the arbitration proceeding.

The parties understand and agree that by entering this Arbitration Agreement they are giving up and waiving their constitutional right to have any claim decided in a court of law before a judge and a jury.

The Resident understands that (1) he/she has the right to seek legal counsel concerning this agreement, (2) the execution of this Arbitration Agreement is not a precondition to the furnishing of services to the Resident by the Facility, and (3) this Arbitration Agreement may be rescinded by written notice to the Facility from the Resident within 30 days of signature. If not rescinded within 30 days, this Arbitration Agreement shall remain in effect for all care and services subsequently rendered at the Facility, even if such care and services are rendered following the Resident’s discharge and readmission to the Facility.

___________________________     _________   ________________________     ________
Resident/Representative Signature      Date    Facility’s Authorized Agent          Date

____________________________________   ___________________________________
Resident/Representative Printed Name    Facility’s Authorized Agent Printed Name

*Information regarding AHLA and/or its arbitration and rules is available at:  American Health Lawyers Association, 1025 Connecticut Avenue NW, Suite 600, Washington, DC 20036-56405, Phone: (202) 833-1000/Fax: (202) 833-1105, www.healthlawyers.org; or American Health Lawyers Association, Alternative Dispute Resolution Service, 1666 Connecticut Avenue, NW, Suite 500, Washington, DC 20009, Phone: (202) 387-4176/Fax (202) 478-5155, e-mail: adr@healthlawyers.org
ADDENDUM “E”

Addendum To Residence And Service Agreement –Specials

The Resident/Responsible Party/Case Manager and the Facility have entered into the Agreement to which this addendum (this "addendum") is attached. The following special arrangements are hereby made a part of the rental agreement:

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

Dated this _____________________ day of ______________, 20____.

_____________________________________________
Resident

_____________________________________________
Responsible Party / Case Manager

_____________________________________________
Facility Representative
BINDING EFFECT

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

The parties acknowledge and agree that this Agreement contains their entire understanding and agreement between them and that all other representations, assurances, and promises, either oral or written, not incorporated or contained herein, are void and of no force and effect. If any term or provision of this Agreement shall to any extent be determined to be invalid, illegal or unenforceable, the remainder of this Agreement shall not be affected. Each term of this Agreement shall be valid and enforceable to the fullest extent consistent with applicable law and this Agreement shall be interpreted and construed as though the invalid, illegal, or unenforceable term or provision were not contained in this Agreement.

I/We have read, understand, and agree to the terms of the Agreement and understand that it is a complete expression of this Agreement. I/We understand that there are no verbal promises or understandings pertaining to this contract other than those specified in the Agreement. I/We agree that any amendments or modifications to this Agreement must be in writing and signed by the Landlord and me/us. I/We acknowledge receiving copies of this Agreement, and of all addenda as listed under the addenda section of the Agreement. I/We agree to abide by the terms and requirements that are presented therein.

My signature below as the Resident indicates that I have read, or had read to me, the provisions of this Agreement, that I enter into this Agreement voluntarily, that I agree to be bound by all of its terms, and that I have received a copy of this Agreement for my own records.

_________________________________________ (Resident’s Signature) _____________ (Date)

_________________________________________ (Signature of Resident’s Representative, if applicable) _____________ (Date)

If the Resident is not signing individually, but rather this agreement is signed by a Resident’s representative due to the incapacity (as that term is used in ORS 125.005) of the Resident a signature is required by a person other than the individual resident who will be responsible for charges to the Resident under this agreement.

_________________________________________ (Signature of Financially Responsible Resident’s Representative) _____________ (Date)

_________________________________________ (Signature of Facility Representative) _____________ (Date)
Resident Signature Page

I have received, and have read and fully understand the following documents presented by the facility, Amber Assisted Living.

- Resident Handbook
- Office hours, smoking policy, and pet policy
- Resident Rights & Responsibilities

Signature ________________________________________                ____________________________
Resident or Responsible Party                                   Date
Assisted Living Service Contract

I, ________________________________, agree to pay the sum of $__________________ for one or more of the services listed below. As of ____________________________, I am receiving __________________________ service level.

<table>
<thead>
<tr>
<th>Level</th>
<th>Amount</th>
<th>Points Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level I</td>
<td>$300</td>
<td>(0 – 20 points)</td>
</tr>
<tr>
<td>Level II</td>
<td>$600</td>
<td>(21 – 40 points)</td>
</tr>
<tr>
<td>Level III</td>
<td>$900</td>
<td>(41 – 60 points)</td>
</tr>
<tr>
<td>Level IV</td>
<td>$1,200</td>
<td>(61 – 80 points)</td>
</tr>
<tr>
<td>Level V</td>
<td>$1,500 and Up</td>
<td>(81 – 100 points) and Hospice</td>
</tr>
<tr>
<td>(Additional pts)</td>
<td>$50 per point</td>
<td>(101 &amp; up)</td>
</tr>
</tbody>
</table>

Explanations Levels of Care:
The facility has five levels of care. The following describe the services provided in each level of care.

Level One Services
Level One allows for independence with reminders and occasional assistance from staff for appointments, meals, grooming, showers and medications. Your health is monitored routinely so that you may remain as active as possible. Weekly housekeeping and laundry, therapeutic diets, daily snacks, social, cultural and educational programs, scheduled transportation are some of the amenities.

Level Two Services
Level Two includes all services in Level One plus regular assistance with showers, grooming, meals, medications and appointments. Occasional assistance with self-managed incontinence. Occasional escort service to meals and activities. Occasional dressing set-ups.

Level Three Services
Level Three includes all services in Level One and Level Two in addition to daily hands-on assistance with showers, grooming, hygiene, morning and evening dressing. Staff will assist with manageable incontinence. Daily housekeeping is provided by the staff to assure safety. Medication administration, escort service to meals and activities are provided.

Level Four Services
These levels provide a specialized service to the frail, elderly or seriously ill resident. Specific medical treatments delegated by the RN Care Coordinator to staff including diabetic supervision and assistance with diabetic medications and procedures. Total assistance can be provided with availability of ancillary services.

Levels of Care Continued on Next Page
Level Five Services
This level includes all services in Level One through Level Four and any additional care needs above 80 points. In addition any resident who is under Hospice care will be considered a level five.

Additional Services
When services are needed that are not currently or normally available through the facility, staff will assist residents in making arrangements with outside health care providers. Because our apartments are considered housing, residents can access Medicare Part B services. This low cost method of receiving supplemental in-home medical care is a tremendous health benefit and makes additional services affordable. Services that are typically available through outside health care providers include physical, speech and occupational therapy, podiatry care, medical supplies and equipment, nursing restoration programs and other related services. The resident’s physician must order these services. We strive to understand and recognize the physical, emotional and spiritual needs of our residents and respect their rights to a full and independent lifestyle. As a result, residents are reassessed at least every 90 days to assure their needs are being met. Our main goal is to support and promote residents’ self-direction and participation in decisions that emphasize independence, choice, dignity, privacy, individuality and a home-like environment. However, when needs or choices extend into the basic comfort, dignity or safety of others, then those choices must, by necessity be limited.

Resident________________________________________ Date___________________

Responsible Party ________________________________ Date___________________

Facility Representative_____________________________ Date___________________