This is an Agreement between __________________________________________ (“the Facility”) and __________________________________________, individually and by the legal representative subscribing to this agreement (“the Resident”).

RECITATIONS

1. The Facility is located at __________________________________________. It is licensed in the state of Washington as a boarding home under the Revised Code of Washington (“RCW”) Chapter 18.20. The license number of the Facility is 1986.

2. Nothing in this agreement is intended to limit the legal rights and responsibilities of the parties under related provisions of law, including the rights of long term care Residents as specified in RCW Chapter 70.129.

3. It is the policy of this facility that all Medicaid Residents will be admitted to a small studio apartment. Should a resident be admitted to a larger apartment due to studio availability, Resident understands that they may be asked to move to a smaller studio when one becomes available.

4. This facility has a contract with the State of Washington to provide “Enhanced Adult Residential Care” (EARC). This contract allows the facility to put two same sex Residents in the same apartment. It is the policy of this facility that all Residents with an EARC Contract have a roommate in accordance with the Licensing Guidelines.

5. The parties agree to the terms and conditions specified in Sections I through Section VI, below, including the exhibits to this agreement, specifically Services Included in Monthly Rent (Exhibit 1) and Assisted Living Charges (Exhibit 2).

I. SERVICES, ITEMS AND ACTIVITIES

(See, e.g., RCW 70.129.030(4), .080, .100; WAC 388-78A-080, -150, -170, -190, -200, -260, -300; WAC 388-110-150)

Beginning on ______________________, the Facility shall provide to the Resident the services, items and activities listed on Exhibit 1 at the Basic Services Rate described in Section II below.

Other services, items and activities, which may be available for an additional cost, are described on Addendum A.

Within 30 days of the Resident’s move-in to the Facility, the Facility will complete a negotiated service agreement that addresses, at a minimum, the Resident’s assessed health care needs, social needs and preferences, personal care tasks, and if applicable, limited nursing and medication services, including
frequency of service and level of assistance. This agreement will be completed in consultation with the Resident, appropriate Facility staff, the Resident’s DSHS case manager, and any other person the Resident wishes to include. The Facility will provide the Resident with a copy of the negotiated service agreement.

The Facility will notify the Resident and the Resident’s representative as soon as possible of any changes in the Resident’s condition that require a different level of service.

II. FEES

A. Basic Services Rate (See RCW 70.129.030)

The Basic Services Rate, as of the date of this Agreement, is $_____________ per month. This rate has been set by agreement between the Facility, the Resident and / or responsible party and the Washington Department of Social and Health Services (DSHS) and includes the services, items and activities listed on Exhibit 1 and additional fees associated to rental of a private room. Any changes to this rate in the future will be identified by an attachment to this Agreement.

B. Total Rate

The Total Rate, as of the date of this Agreement, is $_____________ per _________. This rate is the sum of the Basic Services Rate, identified above, plus the rates for allowable additional services selected by the Resident on Exhibit 2.

Daily Medicaid rate $_______________

Monthly Participation $______________

Monthly private rate above Medicaid for large room $____________

C. Payments

The Total Rate consisting of the monthly rent and selected additional services is due on or before the 5th of each month. Rent received on or after the 6th day of each month shall result in assessment against Resident of a $50.00 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 of 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 default 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 an Eviction Notice after the rental due date without waiting until late payment charges begin to accrue.

If for reason of non-payment of rent, Owner elects to give a statutory Three (3) Day Notice to Pay rent or Vacate or if Owner shall lawfully issue any other notice permitted pursuant to RCW 59.12 et seq., or RCW 59.18 et seq., 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.
D. **Deposits and Non-Refundable Fees**

*Refunds of Medicaid money will be paid to DSHS. Once all fees have been assigned and paid, refunds will be processed within 30 days.*

E. **Absences from Facility** (see WAC 388-110-100)

If the Resident is absent from the Facility for more than 15 consecutive days for social reasons, the Facility must obtain approval from DSHS for payment. Therefore, the Facility requests that the Resident notify the Facility as soon as possible of any such planned absences.

If the Resident is hospitalized or temporarily placed in a nursing home, the Facility will retain the Resident’s bed or unit for up to 20 days if the Resident is likely to return to the Facility. The Resident will not be charged an additional fee for this bed-hold. If, as part of the negotiated service agreement, agreed to by the Resident, it is determined that the Resident will not return to the Facility, the Facility may discharge the Resident in accordance with Section VI below and the other requirements of RCW 70.129 (Long-Term Care Resident Rights Law). In such a case, reasonable accommodations to prevent the discharge will not be required and notice of the discharge may be made by the Facility as soon as practicable, rather than 30 days in advance. If the bed-hold exceeds the 20 days allowed by Medicaid, the Resident and / or responsible party may choose to hold the bed at the daily rate established in section B.

F. **Rate Adjustments** (See RCW 70.129.030)

All services, items, and activities available at the Facility, along with the related charges, are described on Exhibits 1 and 2. Except in cases of emergency, the Facility will give the Resident 30 days advance written notice of any changes in the availability of or charges for services, items, or activities.

III. **RESIDENT’S RIGHTS AND RESPONSIBILITIES**

A. **Resident Rights** (See RCW 70.129.020, .030)

Resident acknowledges that he or she has been provided with a list of Residents Rights, and that a representative of the Facility has explained these rights to the Resident prior to or upon admission. The Facility shall protect and promote the rights of each Resident.

B. **Resident Handbook** (See RCW 70.129.030)

Resident acknowledges that he or she has been provided with a Resident Handbook containing the general policies and rules of the Facility, and that a representative of the Facility has explained these policies and rules to the Resident prior to or upon admission. The Resident agrees to abide by and observe these policies and rules, to the extent that they do not conflict with RCW chapter 70.129 (Washington’s Resident Rights Law). Except in cases of emergency, the Facility will give 30 days advance written notice to the Resident and the Resident’s representative of any change in the Facility’s policies or rules.

C. **Nondiscrimination**

The Facility will not discriminate and will comply with all applicable state and federal laws with respect to age, race, color, national origin, ancestry, religion, sex, handicap, or disability.
IV. RESIDENTS’ VALUABLES (See RCW 70.129.100)

The Resident has the right to have and use personal property, space permitting, provided that it does not endanger the health or safety of others. The Facility shall protect and promote this right.

The Resident and the Facility shall both take reasonable steps to ensure that the Resident’s property is not lost, stolen, or damaged. If the Resident’s unit is lockable, the Resident shall be issued a key to the unit. If the Resident’s unit is not lockable, the Resident will be provided with lockable storage space upon request.

We strongly encourage our Residents to protect their valuables by not bringing them into the facility. The facility is unable to provide complete protection for each Resident’s articles. However, in an effort to assist you in providing protection for your belongings, we offer you the opportunity to declare any personal possessions upon admission including clothing, valuables and equipment. Each apartment is equipped with one locked space for added safety of your belongings. I understand that the facility is not responsible for lost articles but will make reasonable efforts to recover lost or stolen items.

V. VISITING POLICY (See RCW 70.129.090)

The Facility has an open visitation policy. Visitors will be required to abide by any and all Facility policies that pertain to the Resident in regards to the use of any facility or service. Disruptive visitors will be required to leave. The Facility locks the exterior entrances between 8 p.m. and 7 a.m. Out of respect to other Residents and staff, it is requested that prior arrangements be made for visits during these hours.

VI. TERMINATION OF THIS AGREEMENT
(See RCW 70.129.110, .150; WAC 388-110-100)

A. Termination by Resident and Refund Policy

This Agreement may be terminated by the resident 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 the “Termination Date.” If Resident and or Resident Responsible party does not give a 30-day written notice due to death, Resident agrees to pay rent for fifteen (15) days (including rent and personal care fees) after vacating the premises, including removal of belongings.

The Facility shall refund any amount due to the Resident or his or her representative, less charges for damage beyond normal and reasonably foreseeable wear and tear caused by the Resident, within 30 days of the Resident’s death, discharge, or transfer. (The condition of the Resident’s unit as of the date of this agreement is described in Exhibit 3.) The Facility also shall provide to the Resident or the Resident’s representative an explanation of any charges retained by the Facility.

B. Termination by Facility and Discharge or Transfer Requirements

The Facility will permit the Resident to remain in the Facility, and will not transfer or discharge the Resident against the Resident’s will unless:

1. The Resident has failed to make the required payment for his or her stay
2. Transfer or discharge is necessary for the Resident’s welfare and the Resident’s needs cannot be met by the Facility

3. The safety of individuals in the facility is endangered

4. The health of individuals in the facility would otherwise be endangered

5. The Facility ceases to operate

If the Facility transfers or discharges the Resident for one or more of the above reasons, the Facility shall provide written notice of the discharge to the Resident and his or her representative at least 30 days in advance. However, written notice may be made on less than 30 days, and as soon as practicable before discharge or transfer if (1) the health or safety of individuals in the Facility would be endangered, or (2) an immediate transfer or discharge is required by the Resident’s urgent medical needs, or (3) the Resident has not resided at the Facility for 30 days.

Before transferring or discharging a Resident, the Facility will attempt, through reasonable accommodations¹, to avoid the transfer or discharge, unless the transfer or discharge is agreed to by the Resident.

Except in emergencies, the Facility will include the Resident’s DSHS case manager in developing a relocation or discharge plan and will obtain the case manager’s approval for the plan before giving the Resident the required advance written notice.

If the Resident passes away or must be transferred by the Facility to a hospital or another facility for more appropriate care, and the Resident does not return to the Facility, the Facility shall comply with the refund requirements set forth in Section VI.A. above.

VII SUMMARY OF FUNDS RECEIVED AND DUE:

¹ A Reasonable accommodation has the meaning given to this term under the federal Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and other applicable federal or state anti-discrimination laws and regulations.
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VIII ADDENDA, MEDIATION, SUCCESSORS

A. Addenda and Attachments: Resident initials acknowledge receipt except where signature required is noted.

Initial: ____________ Addendum A – Room Rates and Charges
Initial: ______N/A__ Addendum B – General Information
Initial: ____________ Addendum C – Pet Policy
Signature Required Addendum D – Apartment Inspection Report
Initial: _____N/A__ Addendum E – Arbitration Agreement
Signature Required Addendum F – Addendum to Rental Agreements-Specials
Initial: ____________ Addendum G – Smoking Policy
Initial: ____________ Addendum H – Resident Handbook
Signature Required Addendum I – Assisted Living Service Agreement
Initial: ____________ Addendum J – WA Medicaid Disclosure
Signature Required Addendum K – Photo Release Form
Signature Required Addendum L – Memory Care Consent (Memory Care Residents only)
Signature Required Addendum M – Outside Pharmacy Use
Signature Required Addendum N – Lead Paint Disclosure (Southtowne Only)
Initial: ______N/A__ Addendum O – Parcel and Mail Delivery Waiver

B. Mediation
The Community is committed to addressing and resolving disputes with the Resident, and the Resident is encouraged to bring any concerns regarding the Resident’s stay or care to the Community Director. The Community will work with the Resident and family or other resident representative to reach an amicable resolution. In the event an amicable resolution cannot be reached, the Community and the Resident agree to submit any dispute to non-binding mediation, before mutually agreed upon mediator that is unaffiliated with either party, before commencing any formal legal action.

C. Successors and Assigns:
This Agreement inures to the benefit of, and constitutes a binding obligation on Owner and Resident and their respective successors, personal representatives and assigns. Resident may not assign this Agreement or any of Resident’s duties hereunder without the prior written consent of Owner.

IX. SIGNATURES

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 on Item 3 of the recitations section on page 1 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 RCW 11.88.010) 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)

Initials _________     Revised 3/01/2013
SERVICES INCLUDED IN MONTHLY RENT

Each Resident is assessed prior to admission to determine the most appropriate level of care. Each level of care includes the following:

1. 24 Hour assistance including personal care needs, such as bathing, dressing, grooming, toileting (including incontinent care), and medication management by RN / LN staff.

2. 3 meals per day plus snacks.

3. Limited housekeeping services which may include: Bed making, light dusting, cleaning the BR, wiping off counters 1 x weekly. Additional services or frequency of services may be requested for an additional fee.

4. Clean linens weekly and per request of Resident.

5. Planned activity programs including daily visits for shut-ins. Individual programming is available. Activities include social, physical, cognitive, spiritual, and community events.

6. The facility is staffed 24 hours a day, seven days per week with both professional and paraprofessional staff.

7. Immediate consultation with Resident’s physician and, unless the Resident objects, notification to Resident’s legal representative or an interested family member whenever (a) the Resident is involved in an accident which requires or may require physician intervention or (b) there is a significant change in the Resident’s physical, mental, or psychosocial status.

8. Prompt notice to the Resident or the Resident’s representative, and, unless the Resident objects, notice to an interested family member whenever there is a decision to transfer or discharge the Resident from the facility.

9. Transportation arrangements – Our professional staff are available to assist when needed.

10. Educational opportunities for Residents and families when available.

11. The facility will arrange for the purchase and delivery of personal care items needed including DME supplies, Pharmacy, etc.