

RESIDENCY AGREEMENT  
THE VILLAS AT CANTERFIELD  
PERSONAL CARE HOME AGREEMENT

This facility and all other continuing care facilities in this state are regulated by Chapter 45 of title 33 of the Official Code of Georgia Annotated. A copy of the law is on file in this facility. The law gives you or your legal representative the right to inspect our most recent annual statement before signing the agreement.

Prior to execution of this agreement, each resident has the opportunity to read and understand the agreement. If the resident cannot read this agreement, the administrator or on-site manager is responsible for ensuring the resident understands the contents of the agreement and documents the steps taken to assure communication.

***RESIDENT(S):***

***APARTMENT HOME NUMBER:***

***INITIAL COMMUNITY SERVICE FEE:***

***RESIDENT'S BASIC APARTMENT HOME FEE:***

***RESIDENT'S CARE SERVICE PLAN FEE:***

***RESIDENT'S MEDICATION SERVICE FEE:***

THIS RESIDENCY AGREEMENT is entered into by the Resident(s) named above (individually and/or collectively "Resident") and THE VILLAS AT CANTERFIELD, LLC, a Georgia limited liability company ("Operator"), which operates The Villas at Canterfield in Cumming, Georgia as of the date set forth below on the signature page.

**1. GENERAL SERVICES AND FACILITIES.**

1.1 ***Fees.*** In exchange for the Initial Service Fee and payment of monthly Resident's Basic Fee and Resident's Care and Medication Program Fees, Resident shall be entitled to occupy the Apartment Home indicated above and receive the services and use the facilities described in this Agreement according to the provisions of this Agreement and the Resident Handbook, a copy of which was furnished to Resident with this Agreement and is incorporated into this Agreement by this reference (the "Resident Handbook"). Occupancy of the Apartment Home will begin on the date (the "Occupancy Date") shown on the signature page of this Agreement. Rent will be prorated and paid in advance for the first month if initial occupancy is not on the first of the month. All fees and charges are due and payable in full within five days of the due date on the invoice. If Resident fails to remit the fees when due, Operator may assess a late charge of one and one-half percent of the outstanding balance that is late for each month or portion of the month that the fees remain outstanding. If Resident's check is not honored for payment, Operator will assess a bank service fee of \$25 in addition to any other fees that are assessed. If the Resident is temporarily in the hospital, etc. the rent

must be paid in order to reserve the existing room.

Resident's combined monthly fee ("Monthly Fee") includes three components: Resident's Basic Fee, Resident's Care/Medication Program Fees, and Resident's Ancillary Services Fee. Notwithstanding any provisions to the contrary in this Agreement, residents and their representatives or legal surrogates shall be informed, in writing, at least sixty (60) days prior to changes in charges or services as set forth herein. However, if the resident or representative voluntarily requests that additional services be added, the sixty-day notice of change may be waived by the resident or representative.

(a.) The Basic Apartment Fee shall be \$\_\_\_\_\_ per month. The Basic Room Fee is subject to change annually. An annual rate increase of 3%-6% will be determined by the Community. The annual increase is separate from other factors that may result in a rate change. These factors include but are not limited to a suite change.

(b.) Resident's Care Fee is \$\_\_\_\_\_ per month, subject to applicable laws and regulations, the Care Program shall be established and communicated to the Resident and Responsible Party. The Resident Care Program Fee is subject to change where, in the sole opinion of the Operator, it is determined that Resident requires a change in Resident's Care program based on reassessments that shall occur from time to time. See attached care level costs.

(c.) Resident's Medication Fee is \$\_\_\_\_\_ per month, subject to applicable laws and regulations, the Medication Program shall be established and communicated to the Resident and Responsible Party. The Medication Program Fee is subject to change where, in the sole opinion of the Operator, it is determined that Resident requires a change in Resident's Medication program based on reassessments that shall occur from time to time. See attached care level costs.

(d.) Resident's Ancillary Service Fees shall be charged on a monthly basis. Such monthly fees may be changed from time to time at the sole discretion of the Operator. Please reference the list of ancillary fees outlined below section 5.25

(e.) Initial Service Fee. Resident agrees to pay to Operator a one-time, non-refundable application fee of \$2,000.00. Such fee is not intended to be a security deposit or to secure the performance of any obligation of Resident under this Agreement. Should this Agreement be terminated prior to the date of taking possession, Operator will refund said Initial Service Fee in full.

**1.2 Apartment Furnishings.** Each Apartment Home is furnished with carpeting, blinds, self-defrosting refrigerator and freezer, microwave oven (except Memory Care Community), and emergency response systems in each bedroom and bathroom. One surface parking space per Apartment Home is provided for Residents who drive during the term of this Agreement.

**1.3 Community Areas.** Resident shall have the nonexclusive right to use The Villas at Canterfield's community areas as such may be designated by Operator from time to time during the term of this Agreement. Operator reserves the right to exclude any Resident from any of the community areas for inappropriate or disruptive behavior. Times of availability and other situations that may affect Resident's right to access and use of the community area are set forth in the Resident Handbook.

**1.4 *Included General Services.*** During the term of this Agreement, Operator will provide Resident with the following services. A detailed description of all these services is provided in the Resident Handbook:

- Food Service - The Operator will serve 3 nutritionally, well balanced meals a day. Special dietary needs (low-salt, sugar free, etc.) will be provided upon agreement with The Villas at Canterfield. Trays will be taken to the room for limited illness. The Operator may assess extra charges for prolonged tray delivery (more than 3 days).
- Housekeeping – Suite housekeeping on a weekly basis or more frequently but only if mutually agreed to between Resident and Operator. Additional frequencies shall incur a fee to be determined solely by the Operator.
- Utilities - Air conditioning, heating, electricity, water, sewer, gas, and trash removal. Cable and telephone not included.
- Emergency System - Apartment Home furnished with response system and monitored internally 24 hours per day.
- Security - Staff available will be onsite throughout the day.
- Laundry - Laundry services will be provided each week for all bed linens and personal laundry. (Pressing and dry cleaning will be sent out at the Resident's expense).
- Maintenance - Operator will provide maintenance staff to manage daily repairs of all property of The Villas at Canterfield.
- Transportation – Scheduled transportation to local shops, restaurants, recreational activities and doctor's appointments. Doctor's appointments are available every Wednesday based upon availability.
- Emergency Transportation- In the event of a medical emergency, 911 and/or EMS are notified.
- Entertainment and Recreation Programs - A variety of entertainment, recreational, educational, spiritual and cultural programs coordinated by staff.
- Wellness Programs - A variety of educational and health screening programs coordinated by a staff nurse.

**1.5 *Maintenance of Apartment Home.*** The Operator is responsible for necessary repairs, maintenance, and replacement of the Operator's property and equipment due to reasonable wear and tear. Maintenance, repair, or replacement of any property damaged through the damage or neglect of the Resident will be the sole responsibility of the Resident. Any reasonable costs associated with the Resident's damage or neglect will be billed to the Resident.

**1.6 *Security.*** The Resident acknowledges and agrees that the Operator is not an insurer of the Resident's person or property and is not liable for any personal injury or property damage. This includes, but is not limited to, damage to, loss or theft of vehicles or personal property of the Resident, or the Resident's agents, guests or invitees. It is recommended that a Resident, at their expense, obtain Renter's Insurance. The Operator shall provide reasonable security of the community on a twenty-four (24) hour, seven (7) days a week basis. The Resident also agrees to abide by rules prohibiting unauthorized access through locked doors or other means. Emergency signaling devices are provided at marked locations throughout the community. Staff is available at all times to request emergency medical and protective services, such as 911, police and ambulance service. The Operator does not provide protective and emergency medical services, and any costs related to these services are the sole responsibility of the

Resident.

## **2. HEALTH CARE SERVICES AND FACILITIES.**

**2.1 *The Villas at Canterfield.*** Operator agrees to provide the following limited health and personal care services, which, together with those services set forth in the preceding paragraph 1.4, shall be referred to as “Basic Care Services”:

(a.) *Observation.* Operator Staff shall provide observation and general supervision of all residents of the community. The Villas at Canterfield’s Executive Director or on-site manager will refer Resident for appropriate services and will refer Resident for transfer or discharge if required due to a change in condition.

(b.) *Care Program Assessment.* Upon admission, and periodically thereafter, Resident will receive a Care Program Assessment, sometimes referred to as an Individualized Service Plan (ISP), from the Operator’s authorized representative to determine Resident’s personal care issues, if any, that require additional or less assistance with activities of daily living.

(c.) *Physician Relationship.* At all times, Resident agrees to maintain a relationship with a personal physician who will be responsible for coordinating Resident’s medical care.

(d.) *Assistance with Activities of Daily Living.* Operator’s staff will make assistance available to Resident, as needed, with dressing, grooming, bathing and other activities of daily living, to the extent allowed by applicable state law. Resident’s Care Program Assessment will determine the extent of the assistance with the activities of daily living that Resident receives and the fees which apply to such assistance.

(e.) *Resident Records.* Operator maintains a separate resident record on each Resident that may contain medical and other personal information. All information and records regarding Resident are confidential and are not released without written consent of the Resident or his/her authorized legal representative unless such release is required by federal or state law. Operator’s licensing agency has the authority to examine such medical records as part of the agency’s evaluation of The Villas at Canterfield.

(f.) *Mail Delivery.* Resident grants Operator authorization and permission to receive and deliver Resident’s mail on the day it is received by The Villas at Canterfield.

**2.2 *Temporary or Permanent Transfers.*** If Resident's condition is too acute for the assisted living community, Resident shall transfer to a nursing home or other appropriate health care facility. The decision as to whether any such transfer is permanent (hereinafter referred to as a "Permanent Transfer") or temporary (hereinafter referred to as a "Temporary Transfer") shall involve the Operator and to the extent feasible, Resident, Resident's family members or representatives, and Resident's attending physician. Operator, however, has the right to deem a Temporary Transfer outside of The Villas at Canterfield to be a Permanent Transfer if Resident is absent from his or her Apartment Home for more than 60 consecutive days.

### **2.3 *Basis to Determine Whether Transfers Are Temporary or Permanent***

(a.) *Temporary Transfer* - A Resident will be considered to have made a temporary transfer if, based on Resident's health status, Resident is likely to return to the Apartment Home within 60 days.

(b.) *Permanent Transfer* - A Resident will be considered to have made a permanent transfer based on Resident's health status if that Resident is likely to be in need of nursing care for the foreseeable future, or Operator determines, after Resident has been absent for more than 60 consecutive days, that Resident's condition is not likely to improve.

(c.) Notwithstanding anything to the contrary in this Agreement, if Operator disagrees with any determination made by or on behalf of Resident under this Section 2, Operator reserves the right to terminate this Agreement pursuant to the criteria in Section 4.1(b).

**2.4 Agreement to Transfer to Other Facilities If Required.** If Operator determines that Resident has a medical or physical condition that requires health care services beyond those for which The Villas of Canterfield is staffed or equipped to provide or if Resident requires skilled nursing services, Resident agrees to leave The Villas at Canterfield for such health care or skilled nursing services. If Resident's medical or physical condition requires extended health care services, this Agreement will be subject to termination in accordance with Section 4.3.

### 3. OCCUPANCY AND LIABILITY

**3.1 Change in Occupancy.** If the Apartment Home is occupied by two persons and one permanently vacates the Apartment Home for any reason, the remaining Resident's obligations under this Agreement will continue in full legal force and effect as to the remaining Resident, and the monthly fee will be adjusted to reflect the single occupancy rate then in effect for the Apartment Home. If a Resident and a nonresident (including a new spouse) desire to share the Apartment Home, the nonresident may become a Resident and live in the apartment only if the nonresident meets the standards for admission to residency of The Villas at Canterfield and both persons execute a new Residency Agreement. In such event, the monthly fee will be adjusted to reflect the rate for double occupancy then in effect for the Apartment Home. If the nonresident does not meet the Standards for Admission, then the nonresident will not be permitted to live in the Apartment Home. In such circumstances, Operator may, in Operator's sole discretion, waive the Standards for Admission for such nonresident.

**3.2 Liability for Charges.** Each person who is designated as a Resident in this Agreement is jointly and severally liable for the payment of the monthly fees, additional service fees, and all other amounts required to be paid to Operator pursuant to the provisions of this Agreement (section 1.1). Monthly statements will be generated by the 25<sup>th</sup> of each month. Payment in full is due by the 5<sup>th</sup> of the following month. Any payment received after the 5<sup>th</sup> will incur a late fee of 1.5% of the outstanding balance. If Operator initiates legal action or other proceedings to recover amounts from Resident that are owed to Operator under this Agreement, Operator also will be entitled to recover legal fees and costs, including attorney's fees and incurred in connection with the Operator's enforcement of this Agreement.

Party responsible for payment \_\_\_\_\_

Billing address for above responsible payment \_\_\_\_\_

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#### 4. TERM, TERMINATION AND DEFERRED FEE.

**4.1 Twelve-month term.** The term of this Agreement shall be for twelve months. Should resident take constructive possession of Resident's Suite after the first day of any calendar month, the term shall be for the remainder of that month plus twelve full months following such partial month of possession. This Agreement may be automatically renewed for an additional year provided neither party gives written indication of their intention to terminate this Agreement such that the notice is received by the other party no less than thirty (30) days prior to the end of the first year of this Agreement.

**4.2 Termination by Resident.** Resident may terminate this Agreement at any time, with or without cause, by providing Operator no less than thirty (30) days written notice. Notice must identify the date when the termination is to become effective, which must be at least thirty (30) days after the notice but no sooner than the end of the next completed calendar month. In this case, the Resident will be liable for all charges accrued or incurred for the entire length of the notice period, regardless of whether the Resident vacates the apartment prior to the expiration of the Resident notice period.

**4.3 Termination by Community.** Community may terminate this Agreement at any time by giving thirty (30) days written notice to Resident for any of the following reasons listed below. In this event, if the Resident vacates the apartment before the community notice period is completed, the community shall refund the Resident a prorated amount of the paid rent, care fee, medication fee, phone, cable and pendant for the unused portion of the community notice period.

- (a.) Resident's discharge or transfer where Resident's needs can only be met at another facility.
- (b.) Resident fails to pay the cost of services and accommodations as set forth in this Agreement within thirty (30) days of the due date.
- (c.) Resident's transfer or discharge is mandated under state law.
- (d.) The Villas at Canterfield ceases to operate.
- (e.) The death of Resident, in which event termination shall occur automatically. In such event, any and all refunds that may be owed by Operator shall be paid according to law after first subtracting any partial month's fees. Such additional expenses will also include a portion of any month where the deceased Resident's belongings remain in his or her Suite.

**4.4 Resident's Responsibility.** Resident agrees that the Resident shall make no gift of real or personal property that could impair Resident's ability to satisfy the financial obligations under this Agreement. If Resident's income is insufficient to meet his or her financial responsibilities to Operator, Resident shall make all reasonable efforts to obtain assistance elsewhere, including taking

necessary steps to obtain applicable local, county, state or federal aid or assistance. As a condition to having the Entrance Fee credited against fees due Operator by Resident under this Agreement, Resident must represent that he or she has not made any gift of real or personal property in contemplation of the execution of this Agreement.

**4.5 Compensation.** Resident is not requested or required to perform any work in residence as part of their residency agreement or compensation.

## **5. MISCELLANEOUS.**

**5.1 Resident Handbook.** Resident will observe and abide by the rules and policies set forth in the Resident Handbook, a copy of which Operator included with Resident's admission package. Operator reserves the right to change or otherwise modify rules and policies or the Resident Handbook from time to time. If Operator does so, it will provide Resident with a copy of the revised Resident Handbook or the specific revised rule or policy. If Operator determines that Resident is not complying with the Resident Handbook, Operator will ask Resident to discontinue the behavior that Operator believes to be in violation of the Resident Handbook. By signing this Residency Agreement, Resident acknowledges that he or she has received a copy of the Resident Handbook and agrees to abide by its terms as it may change from time to time during the term of this Agreement.

**5.2 Resident's Interest.** Resident does not have any proprietary interest in Operator or Operator's assets or properties by virtue of this Agreement.

**5.3 Responsibility for Resident's Property.** Operator will not be responsible for damage or loss to any personal property belonging to Resident caused by fire, flooding, or other casualty, or by leaking of water, bursting of pipes, theft or any other cause. Resident will be solely responsible for insuring against property damage or loss and personal liability. In the event of Resident's death or transfer from The Villas at Canterfield, Operator will exercise ordinary care in temporarily safekeeping Resident's personal property at The Villas at Canterfield. If such property is not removed from The Villas at Canterfield premises within 30 days after the last surviving Resident's death, or 60 days following Operator's receipt of notice to terminate the Agreement, Operator reserves the right to have such property placed in a commercial bonded warehouse at the expense and risk of Resident or Resident's estate. If Resident fails to claim any personal property from the Apartment Home or warehouse within 180 days after termination of this Agreement, Operator retains the right to sell such personal property and to retain from the proceeds thereof an amount equal to its expenses in moving and storing such personal property and any other fees, charges, or costs owed to Operator hereunder or relating to such moving and storage.

**5.4 Right of Entry.** The Operator reserves the right to enter the Apartment Home at any time with reasonable notification to Resident for inspection or servicing, in order to maintain the Apartment Home in a safe and healthy condition, or, without notification, to respond to an emergency. Resident is not permitted to change the entry locks, and Resident is required to cooperate with the Operator to permit entry as necessary. The Operator or staff will knock, announce him/herself, and receive permission to enter before entering the living space, and will schedule entry in advance if possible.

**5.5 Indemnification for Negligence.** Resident will indemnify, protect and hold harmless Operator for any loss, damage, injury or expense incurred by it as a result of the careless, negligent or willful acts of Resident or Resident's invitees or guests.

**5.6 Guests.** Occupancy of the Apartment Home and use of the community facilities is limited to Resident and Resident's guests. Guests may occupy the Apartment Home for no more than 14 days during any calendar quarter unless prior written approval of Operator is granted. Resident will be responsible for the conduct of Resident's guests and for payment of any charges incurred by Resident's guests.

**5.7 Absence from Community.** Resident agrees to notify The Villas at Canterfield's management in advance of any contemplated overnight or longer absence from The Villas at Canterfield.

**5.8 Damage to Apartment.** If fire, flood, storm or other casualty or cause damages the Apartment Home and Operator elects not to terminate this Agreement in accordance with Section 4.3, Operator will, at its expense, proceed diligently to repair and restore the Apartment Home. If the Apartment Home is uninhabitable during the repair, Operator will relocate Resident to a comparable type Apartment Home at The Villas at Canterfield, if available, or, if not, Operator will endeavor to relocate Resident temporarily to any other available Apartment Home and the monthly fee will be adjusted for the type of Apartment Home temporarily occupied by Resident.

**5.9 Pets.** Well-trained, well-behaved pets (as determined by Operator) may be kept in the Apartment Home. Resident will be responsible for the pet's care and for any damage caused by the pet. Resident will comply with The Villas at Canterfield's pet policies, including limitations on the type or size of pet that may be maintained. Resident agrees to relinquish the pet in the event of repeated violations of the pet policies or complaints from neighbors.

**5.10 Entire Agreement.** This Agreement and Resident's Confidential Data Application portfolio, constitute the entire agreement between Operator and Resident. Operator will not be liable for, or bound by, any statements, representations or promises made to Resident by any person representing or purporting to represent Operator or The Villas at Canterfield unless such statements, representations or promises are expressly set forth in these documents.

**5.11 Binding Effect.** This Agreement is binding upon the heirs and legal representative of Resident. The provisions of this Agreement are not assignable or transferable in whole or in part by Resident, and Resident has no right to sublet or assign the Apartment Home. In connection with the transfer of Operator's interests in The Villas at Canterfield, Operator may assign all of its rights and obligations under this Agreement to an assignee who agrees to assume the obligations arising under this Agreement. Upon such an assignment, Operator shall be released from all further obligations arising under this Agreement and Resident shall look solely to the assignee for enforcement of any of Resident's rights under this Agreement on and after the effective date of such assignment.

**5.12 Right to Cure Defaults.** Operator, upon notice to Resident as is reasonable under the circumstances, may, but shall not be under any obligation to, cure any failure by Resident to perform any of Resident's covenants, agreements or obligations under this Agreement. If Operator chooses to do so, all costs and expenses, including reasonable attorney fees and interest on the amount of any advances at the prime rate as published in the "Money Rates" section of the *Wall Street Journal* plus 2%, will be deemed a charge against Resident. Resident also will pay Operator all expenses incurred by Operator in enforcing Resident's obligations under this Agreement.

**5.13 Survival.** Any termination of this Agreement should not affect or otherwise modify any obligation of the parties existing prior to the termination of this Agreement.



**5.14 Guardianship and Powers of Attorney.** Resident agrees that the Operator's owners, directors or employees will not seek and may not be assigned power or attorney or guardian for a Resident.

**5.15 Severability.** If a court holds any provision of this Agreement or the application to any circumstance or person to be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable will not be affected. Each provision of this Agreement will be deemed separate from each other provision and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the balance of this Agreement.

**5.16 Medical Information.** The Resident, by executing this Agreement, authorizes any and all of Resident's doctors, hospitals, health care providers and health care insurers to release any and all medical information, reports, x-rays, diagnosis, prognosis, prescriptions, history and insurance coverage information to the Operator for the purpose of providing services to the Resident or making determinations required by this Agreement. Resident will, on Operator's request, sign and deliver to Operator authorization forms requested by health care providers and health care insurers as needed for the disclosure of such information from time to time.

**5.17 Consent for Use of Audio Recordings & Photographs.** Resident hereby consents to A) use of their photograph by the Operator for promotional purposes, and B) be involved in a quality review of the Operator that may involve taping of voice and image.

**5.18 Non-Discrimination.** The Villas at Canterfield will be operated on a nondiscriminatory basis, and will provide the facilities and services described in this Agreement to individuals regardless of race, color, sex, religion, creed or national origin, and any other group protected under local, state, or federal law.

**5.19 Notices.** Any notice to Operator by Resident shall be given in writing and mailed or delivered to Operator at the administrative office of The Villas at Canterfield or at such other addresses as Operator may designate by notice to Resident. Any notice to Resident by Operator shall be given in writing and mailed or delivered to Resident's Apartment Home or at such other address as Resident may designate by notice to Operator.

**5.20 No Waiver.** No waiver of any of the Operator's rights or remedies hereunder shall be effective unless such waiver is in writing and signed by an authorized representative of Operator, and then only to the extent specifically set forth therein. No assent or waiver by Operator to or of any breach of any term or provision of this Agreement shall be deemed to be an assent or waiver to or of such or any succeeding breach of the same or any other such term or provision.

**5.21 Governing Law.** This Agreement shall be governed by and construed in accordance with the rules and regulations for personal care homes as regulated by the Georgia Department of Community Health.

**5.22 Disputes and Arbitration.** Except for the Operator's effort to collect monies due from Resident and the Operator's option to discharge a Resident for such failure, which the parties agree may be heard by a Court of competent jurisdiction in the town, city or county where the Operator is

located, all disputes and disagreements and claims between the Operator and Resident (or their respective successors, assigns or representatives) arising out of or in connection with the enforcement or interpretation of this Agreement or related hereto or any and all rights and duties arising thereof or the services provided by the Operator hereunder including, without limitation, allegations by the Resident of neglect, abuse, negligence, or any other violation of resident's rights which the Resident and the Operator are unable to resolve between themselves shall be submitted to and settled exclusively by binding arbitration by a single arbitrator in accordance with the *Commercial Arbitration Rules* of the American Arbitration Association then in effect. Such arbitration shall be conducted in Atlanta, GA. The party filing the arbitration (making the claim) shall be solely responsible for payment of the initial arbitration-filing fee in accordance with the Rules of the American Arbitration Association fee schedule. The arbitrator shall be entitled to award recovery of the arbitration fees, attorney's fees and out-of-pocket expenses, incurred by the prevailing party up to a maximum award of \$10,000. The arbitrator shall have the authority to issue interlocutory and final injunctive relief. The arbitrator's decision shall be binding on the parties and conclusive as to the issue addressed and may be entered as a judgment in a court of competent jurisdiction and not subject to further attack or appeal except in instances of fraud, coercion or manifest error. During the pendency of any arbitration proceeding, the Operator and Resident shall continue to perform their respective obligations under this Agreement as established herein. The obligation of the Operator and the Resident to arbitrate their disputes or disagreements shall survive termination of this Agreement.

**5.23 Amendments.** This Agreement may not be amended except by a written instrument executed by an authorized officer of Operator and by Resident or Resident's legal representative.

**5.24 House Rules.** Resident acknowledges receipt of house rules.

**5.25 Refund Policy.** Operator will refund any remaining prorated paid amount if termination is due to death or if resident is discharged to another facility in the event current facility can no longer provide proper care needed to resident.

## Ancillary Fee Schedule

Ancillary Fee Schedule as follows:

- Direct TV Service, Landline Phone Service, Wi-Fi & Emergency Call Pendant- \$100 monthly
- Salon Services to be determined by contracted agency providing service
- Pet Fee – one-time fee of \$500.00
- Scooter Fee- one-time fee of \$500
- Miscellaneous: \$125 for additional cable box. \$250 for DVR cable box

**Total monthly Ancillary Fees for Chosen Services:** \_\_\_\_\_

**6. ATTACHED ADDENDUMS READ, UNDERSTOOD AND SIGNED.**

- A. The Villas at Canterfield House Rules
- B. Private Sitter/Caregiver Disclosure
- C. Medication Assistance Program Disclosure
- D. Immediate Transfer, Transfer and Discharge Process and Policy

**7. SIGNATURES**

In Witness thereof, Operator and Resident have signed this Agreement on this day of

\_\_\_\_\_, 20\_\_\_\_\_.

Occupancy Date: \_\_\_\_\_

Resident Printed Name: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Resident Representative Printed Name: \_\_\_\_\_

Resident Representative Signature: \_\_\_\_\_

Witness to Resident(s) Signature(s): \_\_\_\_\_

The Villas at Canterfield Representative Printed Name: \_\_\_\_\_

VAC Representative Title: \_\_\_\_\_

VAC Representative Signature: \_\_\_\_\_

Witness to VAC Representative Signature: \_\_\_\_\_

### **The Villas at Canterfield House Rules**

1. Residents are asked to assist in promoting the safety, care, and cleanliness of the building and the safety, comfort and convenience of other residents.
2. Residents are expected to maintain a reasonable level of cleanliness and personal hygiene.
3. Smoking is not permitted anywhere inside the building. Designated smoking areas are available outside.
4. Residents and guests are expected to use the sign in/out book located at the concierge desk when leaving or returning to the community. Residents are expected to notify the concierge or manager on duty when their plans call for overnight stays.
5. The emergency call system provided in each apartment and any pendants provided to residents should be used to request assistance and for an emergency.
6. Residents should respect other resident's privacy and belongings.
7. Residents are requested to store all food items kept in their apartments in airtight containers or in their personal refrigerators.
8. Residents may not bring or permit anything to be done in their apartments or to keep anything in their apartments that would create a fire hazard, interfere with the rights of other residents, or conflict with applicable health or safety regulations.
9. Residents are required to maintain their personal property and are advised to use a safe to secure their valuables.
10. Pets are permitted in the building if they adhere to size and veterinary guidelines as described when the pet deposit is collected. They are not permitted without having met these guidelines.
11. Residents are encouraged to obtain renter's insurance for their personal property, since it is not covered by The Villas at Canterfield insurance.
12. Residents should always be properly dressed when leaving their apartments. Housecoats and robes are only permitted at breakfast and must be suitable and modest.
13. Residents may not hire The Villas at Canterfield employees for personal companions without prior authorization from administration.
14. Residents and their families are not to offer tips or gifts to any Villas at Canterfield employee. Residents are also asked not to sell any items to employees without administrative approval. It is important that residents know that any employee who accepts a gift or tip or who has purchased an item from a resident without administrative approval will be terminated.

15. Requests for additional housekeeping, maintenance work orders, or supplies usually provided by VAC should be made to the concierge at the front desk.
16. Alcohol is permitted in private apartments as long as it is kept secure. Alcohol (beer and wine) is served in the dining room during lunch and dinner meals as well as at resident functions and with administrative approval only.
17. Private audiovisual equipment must be maintained at appropriate volume so as not to disturb other residents. Residents have access to television in common areas designated on the first floor 24 hours a day when kept to an appropriate volume.
18. Residents have access to the use of a public telephone on the first floor between the hours of 8:00 AM and 8:00 PM.
19. Visiting Hours are from 7:00 AM to 11:00 PM.

**\*\*Repeated failure to abide by House Rules could result in discharge.**

Resident/POA

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **PRIVATE SITTER/CAREGIVER DISCLOSURE**

The Villas at Canterfield (VAC) allows residents to employ private duty sitters if they wish to do so. VAC does not alter our staffing pattern when a resident chooses to have a sitter either for companionship, assistance with errands etc. VAC is solely responsible for care of each resident and will continue to follow the established individual service plan guidelines for all residents whether or not they employ a private duty sitter/caregiver.

In order to help ensure a safe and secure environment for all residents, the Villas at Canterfield (VAC) will make certain that all non-employees are properly screened who either regularly come into the community or who live in the community.

1. Licensed and/or permitted agencies that send personnel into VAC at the resident/POA's request to provide services for residents must enforce work practices that include maintaining records for their employees that assure the employees have been screened and are safe to work with the elderly. This screening will be in agreement with screening consistent with that of VAC for in-house staff.
2. All private sitters/caregivers will be required to keep a log of care provided on stationary of their agency's choice that may be reviewed by management of VAC or the resident and/or POA.
3. The Agency of the resident/POA's choice must agree to maintain screening on their employees and submit a copy of the following information to VAC if so requested:
  - Criminal background history check to include DMV records if duties require driving residents
  - Previous Work History Experiences
  - Reference checks for work and/or personal experiences
  - Drug screen
  - Physical health screening including TB testing by MD, NP or PA

Resident/POA

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **MEDICATION ASSISTANCE PROGRAM DISCLOSURE**

Specially designated staff at The Villas at Canterfield (VAC) are available to provide medication assistance and supervision to residents who are either not capable of self-administration of medications or choose not to independently self-administer medications. All designated staff assisting residents with medications will be trained and supervised by a Pharmacist and/or Registered Nurse in Georgia.

Residents who receive assistance through the Medication Assistance Program will be assisted by VAC staff with all prescription and over the counter (OTC) medications. **All** prescription and **all** OTC medications and subsequent refills must be prescribed in writing by a physician, Nurse Practitioner (NP) or Physician's Assistant (PA). All medications must be packaged per state regulations as well as have a pharmacy label. Residents who receive assistance through the Medication Assistance Program are **not** allowed to keep *any medications* in their apartments unless the medication is considered a "rescue" or "emergency" medication and the resident can demonstrate how to safely use the medication to a Wellness Nurse.

While residents who are on the Medication Assistance Program are free to select any pharmacy to provide their medications, the pharmacy chosen must provide medications in a manner consistent with the Community's Preferred Pharmacy services, i.e.

- Provide a pre-printed Medication Assistance Record (MAR) at least 3 business days before the beginning of the month that includes all the information required per state regulations
- Guarantee the availability to provide *prescription* medication(s) delivery 24 hours/day
- Multi-dose strip packaging for routine medicines and punch card packaging for as needed medicines
- Punch card packaging for medicines that are repackaged if the resident wishes to purchase prescription medications from a pharmacy i.e. VA, Kaiser, mail order pharmacy etc. that will not sell directly to the selected pharmacy that creates multi-dose strip packaging.
  - In this situation, the ***resident or designated person is responsible to independently*** manage all aspects of routine prescription medication refill orders and deliver the medications to the Wellness Staff at least 5 business days before our supply of the medication runs out. This guarantees time for the pharmacy to repackage and deliver the medicines to our community.
  - If necessary, an *emergency supply* will be ordered by VAC staff from *our preferred pharmacy* at direct cost to the resident. This will ensure there is no interruption of medication delivery.

Residents not utilizing the Medication Assistance Program are responsible for all aspects of medicine procurement/storage and must be deemed safe to independently self-administer by a Wellness nurse.

Resident or POA

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **IMMEDIATE TRANSFER, TRANSFER AND DISCHARGE PROCESS AND POLICY**

### Immediate Transfers

The Villas at Canterfield staff constantly observe our residents to make sure they continue to meet the criteria for residency in a Personal Care Community. Should a resident develop a physical or mental condition requiring continuous medical or nursing care or if a resident's behavior or condition directly threatens the health, safety and welfare either himself or any other resident, or if the resident's needs cannot be met in the community, the community administrator or on-site manager will initiate immediate transfer of the resident to a more appropriate setting where the resident's needs can be met.

*Prior to making such transfer, the administrator or on-site manager will perform the following:*

- Inform the resident and their representative of the reason for the immediate transfer
- Ask the resident or their representative if there is a preference(s) regarding the appropriate setting to which the resident is to be transferred
- Inform the resident's representative of the resident's choice of setting to transfer to
- Once the appropriate setting is determined, notify the resident and family or representative of the location and contact information of the place the resident will be transferred/discharged to
- Provide a copy of the resident file to the receiving setting within 24 hours of the transfer
- Provide the above information to the resident and their representative in writing and document the information in the resident record

In addition, when staff recognize and report injuries or change(s) of condition that are serious and/or life threatening to the resident, designated staff will enact EMS and arrange for transport to the ER for evaluation. VAC staff will notify the resident's representative and physician of the injury or change of condition and the need to transport to the ER for evaluation. Staff will send copies of the following to the ER with the resident:

- Resident Information Sheet
- Copies of insurance cards
- DNR status Information
- Current MAR OR
- Medication List previously submitted by resident for ER Packet
- Completed Reason for ER Visit Form

### Transfer or Discharge



If The Villas at Canterfield determines there is a need for a resident to be transferred or discharged from the community, the administrator or on-site manager will contact the resident and family or responsible person with the reason and provide a 30-day written notice of its intent to discharge or transfer the resident unless an immediate transfer is required.

When there is not a need for an immediate transfer, a 30-day notice may be issued for other reasons including but not limited to the following reasons involving the resident and/or family or responsible person:

- Fails to pay fees and charges when due, or breaches any representation, covenant, agreement, or obligation of the Resident under the Residency Admission Agreement
- Fails to accept additional services when it is in the best interest of the Resident to have these services provided to him/her
- Fails to comply with the community guidelines and house rules
- Is habitually disruptive, creates unsafe conditions, or is physically or verbally abusive to other residents or staff
- Resident's family, guardian, responsible party, or guest is habitually disruptive, creates unsafe conditions, or is physically or verbally abusive to the detriment of the welfare of the resident, other residents or staff
- Resident's personal physician has determined that the resident needs other services not available at the community

VAC staff will assist the resident and their representative to the extent possible to facilitate the best transition, and will assist them to locate alternative placement as requested and will provide a copy of resident file to the receiving facility.

If the resident and their representative are unwilling to consent to the 30-day notice and move forward with the transfer of discharge, the Villas at Canterfield will petition the probate court in the county where the assisted living community is located for an order authorizing the transfer or discharge. Once this is done, VAC will provide a copy of the resident file to the receiving facility prior to or at the time of the transfer.

The resident may terminate the Residency Admission Agreement upon 30 days prior written notice to the community for any reason. In the event of the death of the Resident, the Residency Agreement will terminate on the first full day after all articles are removed from the apartment.

Resident/POA

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_