



RESIDENT AGREEMENT

Ohio Administrative Code 3701-20-16

TLC Adult Care Home agrees to provide the services specified in this agreement in addition to safe housing beginning _____, **20**__ for _____, the resident. The monthly charge for these provisions is _____ **dollars (\$_____.****00)** **per month** for a private semi-private room. Payment is due by the first day of each month. Provisions for exceptions, termination, late payments, security deposits if any are as follows:

- A. Any payment not received by the seventh day of the month will be considered late and an additional \$30.00 late fee will be assessed for that month. This late fee is due on or before the due date of next month's payment.
- B. Any checks returned for *not sufficient funds* are considered a late payment and thus, the \$30.00 late fee applies as well as any returned check charges.
- C. The first payment will include one full month's charge, a month's *security deposit* plus any prorated charge for the month if the resident moves in the middle of the month.

No charges, fines or penalties will be assessed against the resident other than those stipulated in this agreement. Any exceptions to these provisions for monthly payments, late fees, security deposits and/or fee increases must be written and signed by the manager of **TLC**. A copy of these exceptions will be given to the Resident and a copy will be maintained by **TLC** in resident's file. Once a Resident Agreement has been signed by **TLC**, any change in the charges requires a 30 days written notice to the Resident. In addition to the monthly charge, the Resident is responsible for any individually scheduled services which, will be shown as an addendum to this agreement.

In the event the Resident chooses to leave **TLC** on a permanent basis, a 30 days written notice advance notice is required. In the event of the Resident's permanent absence, discharge or transfer **TLC** will refund the monthly charges and security deposits in the following way:

- A. The resident forfeits the deposit if he/she fails to provide the 30 days written notice to vacate.
- B. The number of days remaining between the Resident's last day and the end of the month will be multiplied by 1/30th of the monthly charge and that amount will be refunded within 30 days after the resident's last day.
- C. Any unpaid monthly charge or late fee will be deducted from the *security deposit* and the balance, if any, will be refunded within 30 days after the Resident's last day.



HEALTH ASSESSMENTS

The resident agrees to have his or her health assessed before commencing to reside at 720 and annually thereafter for as long as he/she continues to reside at 720. 720 will not pay for resident's initial and annual health assessments. 720 will provide the health assessment forms that the resident is to have completed by the doctor of their choice.

SKILLED NURSING CARE

720 by law, cannot provide skilled nursing care. However, if the Resident develops a medical condition for which recovery can be expected to occur with not more than 120 consecutive days of skilled nursing care or a medical condition requiring skilled nursing care provided on a periodic, scheduled basis, and the condition requires skilled nursing care to be rendered by a home healthy agency for less than eight hours a day or less than forty hours a week, the Resident may contract with a Medicare certified home health agency for not more than 120 days per year. *The resident is responsible for arranging and paying for such home health agency services.* If a resident's condition requires more skilled nursing care than permitted under this paragraph, 720 will transfer or discharge the resident.

RESIDENT FUNDS AND/OR VALUABLES

The resident or legal representative requests/does not request that 720 manage the resident's fund, 720 agrees to:

- Deposit any amount of money in excess of \$200 in an interest bearing account separate from the 720 operating accounts.
- Keep the resident's funds in a petty cash fund or in an interest bearing account for the resident if the amount is \$200 or less.
- Provide the resident access to their money at all times.
- Provide at least quarterly, a written statement regarding the status of funds and/or valuables.

Valuables, other than money will be kept in a separate envelope or container with the resident's name and will be safeguarded against loss or theft.

PERSONAL CARE SERVICE

720 agrees to provide the Resident with the following (check marked) personal care services:

- Walking Dressing Grooming Nail Care Oral Hygiene
Hair Care Eating Toileting Bathing Others _____
Assistance with self-administration of medication
Special Diet: _____

TRANSPORTATION

720 will help arrange for transportation to:

- Health Care Appointments Social Activities Shopping
Other: _____

Resident is responsible for the cost, if any, of this transportation.



LAUNDRY

720 will provide residents with laundry service and/or equipment for their use.

RECREATION AND LEISURE

720 will provide:

- Local newspaper
- Current community activity brochures and advertisements
- Information about available transportation to community activities
- Opportunities for Residents to engage in the activities in 720, including but not limited to *reading, board games, and gardening.*

MEALS

720 will make available three meals daily at approximately the following times:

Breakfast	8:00 am - 10:00 am
Lunch	12:00 noon - 1.00 pm
Dinner	5:00 pm - 7.00 pm

720 will have snacks and beverages available

MEDICATION STORAGE

720 will store every residents' prescribed medication for their well being under lock & key.

BEDROOM AND LINEN

720 will provide the Resident with a bed and mattress, bed linen and bath linen, unless the Resident chooses to provide his/her own. 720 will also provide bedroom space and personal storage space. 720 will change bed linens, towels and wash cloths weekly and more often if soiled . 720 will provide soap and toilet paper.

PERSONAL ITEMS

Personal hygiene items, including but not limited to, shampoo, shaving cream, toothpaste, toothbrush, and deodorant will be paid for by the Resident.

Residents are permitted to bring personal items to 720 as long as the personal items do not create a safety hazard or infringe on the rights of other Residents.

TELEPHONE

The Resident will have access to a phone for local calls and may make long distance calls at the his/her own expense. Arrangement for paying for long distance will be made according to each resident's situation.

TRANSFER OR DISCHARGE

If the Resident's condition requires care beyond that which 720 provides, 720 will transfer or discharge the Resident.



720 may transfer or discharge a Resident, in the absence of a request from the Resident, only for the following reasons:

1. Charges for the Resident's accommodations and services have not been paid within thirty days after the date on which they became due;
2. The mental, emotional, or physical condition of the Resident requires a level of care that 720 is unable to provide;
3. The health, safety, or welfare of the Resident or of another Resident requires transfer or discharge;
4. The facility's license has been revoked or renewal has been denied pursuant to Chapter 3722 of the Revised Code; or
5. The owner closes the facility.
6. For the health, safety, or welfare of an individual who resides in the home but is not a resident for whom supervision or personal services are provided.

720 will give the Resident 30 days advance, written notice of a proposed transfer or discharge except if the transfer or discharge is for a reason given in the above paragraphs (2) to (5) and an emergency exists, the notice will be given as soon as possible. The written notice will inform the Resident of any hearing rights.

CLOSING OF THE FACILITY

If the facility is to close, the owner or manager of the facility will inform each Resident, his or her guardian, his or her sponsor, or any organization or agency acting on behalf of the Resident of the closing of the facility and the date of the closing at least thirty days prior to the proposed date of closing. Payments for the services not rendered will be refunded to the Resident within thirty (30) days after the closing.

This agreement has been reviewed by me and explained to me by the manager or owner. The facility has provided me with a copy of the facility's Resident's Rights Policy and Procedures, the facility's Smoking Policy, and all other facility policies. I understand that the manager or owner will give me 30 days advance written notice if he/she intends to change any part of the written agreement.

Manager or Owner's Signature Date: _____

Resident's Signature SSN Date: _____

Resident's Legal Guardian Date: _____

Witness (Other than manager or owner) Date: _____