

LEOFF Board Application for Payment of Services

Case No: 24-6

Please Print Clearly & Legibly -- Incomplete Form Will Be Returned

A) This Section To Be Completed by Member

Member Name: _____ Active: _____ Retired: X

Member Telephone: 1 _____ Police: _____ Fire: X

Member Address: _____

Alternate Contact: d Alternate Contact Telephone: Same

Describe Your Condition and Why It Is Duty Related: Please see Attached Condition - Attached Not Duty related

Describe the Service/Treatment Requested: Placement in memory care facility

Total Cost of Treatment/Service:	\$ <u>2600</u> One time community fee
Amount Paid by Insurance/Medicare:	\$ <u>7800</u> Level 2 (includes incontinence care program. Family is providing dependent & liners) This is shared
Amount Requested from the Board	\$ <u>9800</u> & <u>7800</u> (see month room thereafter)

Please attach the Explanation of Benefits statement(s) from your insurance provider(s) and/or Medicare which indicates the amount paid for this treatment/service.

Member Signature: _____ ite: _____
Please attach a copy of the Power of Attorney if signed by the alternate contact.

B) This Section To Be Completed by Member's Attending Health Care Provider
(attach additional pages as needed)

Provider's Name: Daniel Katz Provider's Telephone: 360 205 1015

Clinic/Office Name: Katz, Daniel DO family practice

Provider's Address: 405 Black Hills Ln SW BI Olympia WA 98502

Describe the Patient's Current Condition and State Whether It Is Duty Related: Severe Alzheimers dementia. Not Duty related

Describe Your Recommended Treatment Plan and Why It Is Medically Necessary: Placement in memory care. Can not be cared for at home.

Please Describe Any Reasonable Alternative Treatment Plans. Include Expected Outcome & Costs:

Provider's Signature: [Signature] Date: 8/20/24

Fax Completed Form to: (360) 709-2735 or mail to: City Of Olympia HR Dept, PO Box 1967, Olympia WA 98507-1967

Laurie Thompson, LMHC
Eldercare Counseling and Guidance Services
Olympia, WA
laurie@eldercarecounselor.com

8/26/2024

Hello Members of the City of Olympia LEOFF Board,

I am writing on behalf of _____, a retired employee of the City of Olympia enrolled in your benefit program. As a Licensed Mental Health Counselor specializing in dementia care, including Alzheimer's disease, I recently visited _____ in his home to assess his cognitive abilities and daily living skills. From my observations and assessment, it is clear that his condition requires a more intensive level of care.

The results of _____ cognitive assessment, using the Montreal Cognitive Assessment (MOCA), resulted in a score of 9, indicating severe cognitive impairment. _____ is unable to manage basic daily activities independently. He requires assistance with hygiene, including bathing, shaving, and brushing his teeth, and needs help with dressing, eating, and taking his medications. _____ cannot communicate effectively or walk unassisted, especially at night. His dependence on others indicates the need for a more advanced level of care.

Memory care facilities are designed to support individuals with dementia, offering a safe and structured environment to support their unique needs. These facilities provide 24-hour supervision, individualized care planning, and staff trained to manage the challenges associated with dementia, such as forgetfulness and agitation. In a memory care setting, _____ would benefit from consistent care that helps both his physical and cognitive needs, while ensuring his safety and quality of life.

Additionally, memory care offers activities designed for folks with memory impairment. These activities stimulate cognition, while providing a sense of purpose. This would provide a positive environment for _____ and peace of mind for his family. Memory care would also give _____ family relief from demanding caregiving duties, which are very challenging due to his extensive care needs.

Given _____ condition, I ask that you consider assisting with the costs at a memory care facility.

Thank you for your time. Please feel free to contact me if you need any more information or have questions.

Sincerely,

Laurie Thompson, LMHC
Eldercare Counseling and Guidance Services

THE HAMPTON

MEMORY CARE COMMUNITY

THE HAMPTON MEMORY CARE

**1400 Trospen Road SW
Tumwater, WA 98512**

Resident Package

The Hampton Memory Care
Resident Agreement

This Resident Agreement (this "**Agreement**"), is effective on the date set forth on the signature page of this Agreement, between Trosper Road Limited Partnership, doing business as The Hampton Memory Care (the "**Community**") and the incoming resident of the Community identified on the signature page of this Agreement ("**Resident**") and the representative of Resident identified on the signature page of this Agreement ("**Resident Representative**").

I. COMMUNITY DETAILS

The Community is owned by Trosper Road Limited Partnership, a Washington limited partnership. The Community is licensed as an assisted living facility by the Washington Department of Social and Health Services, license number: 1579. The person authorized to accept service on behalf of the Community is Attn: Executive Director, at 1400 Trosper Road SW, Tumwater, WA 98512, telephone number 360-786-6062.

II. HEALTH EVALUATION AND RESIDENT SERVICE PLAN

- A. **Qualification for Residency.** The Community may only accept or retain as residents individuals whose needs can be met by the Community and who meet the requirements set forth by state law. If the Community determines that it cannot meet an individual's needs or cannot accept an individual as a resident under state law, the Community will notify the Resident Representative. If the Community makes this determination with respect to an individual who is already a Resident, the Community will notify the Resident Representative and assist the Resident Representative in relocating Resident.
- B. **Physician's Report.** Prior to move-in, Resident will provide the Community a completed physician's report (the "**Physician's Report**") on a form provided by the Community. The Physician's Report will be based on a physical examination conducted within thirty (30) days prior to move in and must demonstrate that Resident meets criteria for residency. After move-in, the Community may require a Physician's Report following any hospitalization, or when the Community determines that Resident's condition changed, or as required by law.
- C. **Psychiatric Examination.** The Community may also require a report of a current psychiatric examination (the "**Psychiatric Examination**") prior to move-in if Resident is taking psychotropic medications; or has a history of aggressive behavior; to confirm that Resident's needs can be met by the Community and to assist in Resident's care plan. After move-in, the Community may require a Psychiatric Examination when the Community, in consultation with Resident's personal physician, determines that Resident's health condition warrants. Failure to comply with the request for a consultation after move-in may result in a termination of this Agreement and notice to the Resident Representative that Resident must be relocated.
- D. **Assessment.** Prior to move-in, with guidance from the Physician's Report and Psychiatric Examination (if applicable), the Community will assess Resident to determine elopement risk and the level of assisted living services needed by Resident. The Community may re-assess Resident when additional assisted living services are needed, upon Resident's change in condition or upon a Resident's return from the hospital or other care facility.

- E. **Resident Service Plan.** Within 30 days after move-in, with guidance from the Physician's Report, the Psychiatric Examination (if applicable) and the Community's assessment, and with input from the Resident Representative, the Community will develop a service plan for Resident that meet the requirements of state law. The service plan shall be updated semi-annually and also when (a) Resident's condition changes, (b) this Agreement no longer addresses the Resident's needs and preferences, (c) the Resident has an injury requiring the intervention of a practitioner, or (d) when necessary to reflect evolving service needs. The services provided by the Community will impact Resident's charges.
- F. **Notification of Third Parties.** If Resident requires emergency services or experiences a significant change in condition, the Community will attempt to contact the Resident Representative. The Resident Representative must ensure that the Community has current contact information (including telephone numbers) for the Resident Representative.
- G. **Disclosure of Assisted Living Services and Amenities.** The attached Exhibit A contains the Community's policy regarding provision of outside skilled nursing care at the Community, including a description of the services the Community is licensed to provide.

III. SERVICES AND AMENITIES

- A. **Basic General Services.** The Community will provide Resident with all services required by applicable law and the services described in this section III and on the attached signature page. Services identified as "basic services" are covered by the monthly fee described in Section IVA of this Agreement (the "**Monthly Fee**").
- B. **Living Accommodations.** Resident's suite type is reflected on the signature page of this Agreement. Resident may live in the selected suite type (the "**Suite**") on a month-to-month basis, subject to the terms of this Agreement and other policies of the Community.
- C. **Utilities.** As part of basic services, the Community will furnish the Suite with water, electricity, heat, air conditioning and Internet access. Resident may receive telephone or cable service from an approved outside vendor for an additional fee.
- D. **Maintenance.** As part of basic services, the Community will perform necessary maintenance and repairs from normal wear and tear for the Suite.
- E. **Common Areas.** As part of basic services, and subject to Community rules, Resident will share with other residents of the Community in the use of the common areas. Common areas include the living areas, dining areas, courtyards, lounges, hallways and kitchen areas.
- F. **Laundry.** As part of basic services, the Community will provide regularly scheduled laundry services. To avoid loss of laundered items, all laundered items should be clearly marked to reflect Resident's ownership prior to commencing residency at the Community.
- G. **Housekeeping.** As part of basic services, the Suite will be provided with routine housekeeping services, which includes vacuuming, dusting, trash removal and bathroom cleaning.
- H. **Personal Supplies.** The Community does not supply personal care and hygiene items. Those items shall be provided by the Resident Representative. Incontinence management care, if needed, is provided by the Community for an additional fee.

*Family will do laundry
rs*

*Family to provide
Depends & linen
rs*

- I. **Meals.** As part of basic services, the Community offers a full meal plan featuring three (3) nutritionally balanced meals each day and between-meal snacks. For an additional charge, the Community will accommodate special diets, if prescribed by Resident's physician.
- J. **Guest Dining.** The Resident may (and is encouraged to) invite guests to meals, but the Community requests a minimum of two (2) hours advance notice so that proper accommodations can be made. The Community charges a modest additional fee for guest meals.
- K. **Planned Activities.** The Community provides various social and recreational activities both at and away from the Community for residents of the Community. The Community will transport Resident to and from activities that are away from the Community in Community-owned vans. The Community does not provide any other transportation services. Depending on the activity, there may be an extra charge for some of the elective activities away from the Community.
- L. **Security, Emergency Response and Fire Protection.** The Suite is equipped with a sprinkler system. The outside doors leading to unsecured areas of the Community are alarmed and released upon fire alarm sounding. All residents and responsible parties must sign the Resident log book when leaving and returning to the Community.
- M. **Assistance with Access to Outside Services.** As part of basic services, the Community will honor Resident's scheduling of appointments with professionals who offer medical, dental, home health, hospice and other health care services and with transfer to higher levels of care as needed and prescribed by Resident's physician. All outside providers who provide services to Resident at the Community must comply with Community rules and regulations. The Community does not monitor and is not responsible for the services of outside providers.
- N. **Basic Personal Assistance with Care.** As part of basic services, the Community will assist Resident with the following activities, as needed:
1. Activity program designed for people with Alzheimer's disease and other dementias.
 2. Assistance with showering or bathing, and daily dressing, grooming, transferring and other personal hygiene activities.
 3. Nursing assessment.
 4. Establishment of and routine updating of individual Care Plan.
 5. Daily bed-making.
 6. Escort to and from activities and dining.
 7. Assistance with eating.
 8. Order, sort and distribute medication.
 9. Storage and distribution of medications.
 10. Toileting.
- O. **Optional Services.** The Community will assist with the following activities, although not as part of basic services and therefore subject to additional charge:
1. Beauty and Barber services.
 2. Respite care.
 3. Podiatry care.
 4. Private duty caregiving services.
 5. Physical therapy.
 6. Occupational therapy.
 7. Speech therapy.

8. Visiting medical professionals.

- P. **Private Duty Caregiving.** If the Community determines that Resident requires private duty caregiving to remain at the Community, Resident must pay for such care in addition to the Monthly Fee.
- Q. **Excluded Health-Related Services.** The Community is not responsible for furnishing or paying for any health care items or services not described in this Agreement as basic services, including but not limited to home health, hospice, physicians' services, nursing care, surgery, hospital care, home care, treatment or examination of eyes or teeth, medications, medical supplies, vitamins, eyeglasses, contact lenses, hearing aids, orthopedic appliances, prosthetic devices, laboratory tests and x-ray services.
- R. **Third Party Providers.** Resident has the right to receive services from licensed third party providers at the Community, such as home health agencies, nurses, home health aides, companions and homemakers, and nurse registries. Prior to providing service at the Community, each third party provider must be registered by the Community, must provide, upon request, proof of licensure and satisfaction of insurance/bonding requirements, and must comply with the Community's rules and policies while at the Community. Resident may not receive services from any third-party provider who is not registered by the Community. The Community has no responsibility for care provided by third party providers.
- S. **Right of Access.** For Resident's safety and comfort, Community staff must be permitted to enter the Suite to perform basic services, provide personal assistance and care, respond to emergencies, and make repairs and improvements as the Community deems necessary or advisable. Therefore, personal locks are not permitted on the entrance door to the Suite.

IV. FEES

- A. **Fees for Basic Services.** The initial Monthly Fee is \$ 7600, as confirmed on the signature page of this Agreement. Fees for services not included in the Monthly Fee are detailed in the Community's rate sheet. The Monthly Fee and rate sheet may be updated from time to time by the Community upon at least 30 days' advance notice to the Resident Representative. The Resident Representative will receive a monthly statement that itemizes any fees or charges incurred by the Resident.
- B. **Administrative Fee.** A Community Fee of \$ 2000 is charged to new residents. The Community Fee covers the cost of move-in paperwork, the coordination of the Physician's Report and Psychiatric Examination (if applicable), and the assessment of the Resident. The Community Fee is fully refundable prior to move in if the Resident does not move into the Community. Following move-in, the Community Fee is non-refundable.
- C. **Payment.** The Monthly Fee and any additional fees for supplemental services are payable by check or money order, mailed to or deposited at the business office of the Community on or before the first day of each calendar month. Resident's right to occupy and use the Suite and receive services at the Community are contingent upon timely payment of fees.
- D. **Failure to Make Payments.** The Community will charge interest on all delinquent amounts at the lesser of ten percent (10%) per year or the maximum amount allowed by law, beginning thirty (30) days after fees become due. Any fee received after the tenth (10th) day on which it is due is also subject to a \$60.00 late charge.

- E. Payment Assistance. Medical assistance through the state may be available for payment for services provided at the Community, but the Community bears no responsibility for assisting Resident in qualifying for or obtaining such assistance. Similarly, if Resident is eligible for Medicare, Resident may be able to obtain Medicare-covered home care services through a Medicare-certified home care agency of Resident's choice.

V. TERM AND TERMINATION

- A. Term of Agreement. This Agreement shall be month-to-month, unless and until terminated as set forth in this Agreement. The Community, Resident and Resident Representative shall collectively review this Agreement no less frequently than annually and, if appropriate, renew this Agreement following such review.
- B. Transfer for More Appropriate Care. Resident may participate in his or her service program and remain in the Suite as long as both are conducive to Resident's safety and well-being, the safety and well-being of the other residents at the Community, and applicable legal requirements, including the requirements for residency established by state law and applicable state regulations. For instance, Resident may not remain at the Community if Resident requires continuous nursing care services of the kind normally provided in a nursing home. If the Community determines, in its sole discretion after consultation with Resident's family and physician that Resident is unable to remain at the Community consistent with these requirements, the Resident Representative will be asked to move Resident from the Community, and this Agreement will terminate upon the Resident's departure.
- C. Termination by Resident Representative. Resident Representative may terminate this Agreement at any time, with or without cause, by giving the Community thirty (30) days prior written notice of termination and by relocating Resident on or prior to the designated termination date. Resident Representative need not cite a specific reason for termination. This notice period will be shortened to 14 days in the event of Resident's transfer to a facility offering a higher level of care than that provided at the Community, or in the event of Resident's death. This notice period will also be shortened in the event Resident is in fear of imminent violence after being subjected to domestic abuse, criminal sexual conduct or stalking and Resident has provided the Community with written notice of the intended termination prior to its effective date, all in compliance with applicable state law.
- D. Termination by Community. The Hampton may terminate this Agreement at any time upon thirty (30) days written notice to the Resident Representative if any of the following events occur:
1. Nonpayment of fees within ten (10) days of the due date.
 2. Failure by Resident or Resident Representative to comply with any non-payment obligations under this Agreement for more than thirty (30) days after written notice.
 3. Failure by Resident or Resident Representative to comply with State or local law for more than ten (10) days after receiving written notice of the alleged violation.
 4. Failure to execute or endorse a service plan for Resident.
 5. Failure by Resident or Resident Representative to comply with state assessment requirements including but not limited to having a Physician's Report completed prior to admission, at least annually and whenever the Community notifies Resident Representative that Resident has undergone a significant change in condition.
- E. Changed Circumstances. If circumstances create imminent danger of death or serious harm to Resident or others, the Community may terminate this Agreement without prior notice. In addition, if Community determines that Resident is unable to remain at the Community

because the level of care required for the Resident exceeds Community capabilities, Resident will be asked to move from the Community, and this Agreement will terminate.

- F. **Removal of Personal Property.** Upon termination of this Agreement, Resident's personal property must be removed from the Suite. The Community shall continue to assess, and Resident will be required to pay the Monthly Fee on a prorated basis until the personal property is removed from the Suite.
- G. **Resident's Right to Appeal Termination.** Resident may have the right under applicable state law to appeal the termination of this Agreement on the grounds provided in the statute.
- H. **Abandonment of Personal Property.** Community reserves the right to sell or dispose of abandoned personal property as permitted by law. If Community chooses to do so, Resident agrees to pay for any costs the Community incurs in storing and/or disposing of Resident's abandoned personal property. In accordance with applicable state law, Community may sell or otherwise dispose of Resident's abandoned personal property and apply any proceeds from the sale of such abandoned property to any outstanding charges owed to Community.

VI. MISCELLANEOUS

- A. **No Property Right.** This Agreement does not give Resident or Resident Representative any property right or management interest in the Community or any Community assets. Neither Resident nor Resident Representative shall have any right to Community personal property, including furnishings and fixtures in the Suite or in the common areas at the Community.
- B. **Substitution of Suite.** Care needs, roommate considerations or other considerations may prompt the Community to substitute the Suite with a different suite, at the discretion of the Community, so long as the replacement suite is of the same type as described on the signature page of this Agreement. Movement to a new suite will not increase the Monthly Fee, unless the move is prompted by request of the Resident Representative, in which event Resident shall be responsible for any higher monthly fee applicable to the replacement suite.
- C. **Bed Holds.** On occasion, it may be necessary to temporarily transfer Resident to another care facility of a higher acuity, such as a general hospital, for a temporary condition. In such event, Resident Representative may put a "hold" on the Suite by continuing to pay the Monthly Fee during Resident's temporary absence. If Resident Representative does not put a "hold" on the Suite by continuing to pay the Monthly Fee, Resident's discharge will be considered permanent and the Suite will be available for new residents.
- D. **Personal Property.** Resident is strongly encouraged to not bring into the Community unnecessary and valuable personal items such as credit cards, valuable jewelry, valuable pictures, large amounts of cash, and designer type clothing. If valuable items are brought to the Community, the Community strongly suggests that Resident obtain, at Resident's own expense, insurance for the replacement value of valuable personal property. The Community will not be responsible for any loss or destruction of valuable items not caused by Community negligence.
- E. **Smoking.** Smoking is prohibited at the Community and on all property at the Community.
- F. **Resident Handbook.** Resident and Resident Representative must abide by the general policies of the Community contained in this Agreement and in the Resident Handbook, as it now exists or as it may later be amended in the Community's discretion. Resident

Representative's signature on the signature page of this Agreement confirms that Resident Representative has received the Resident Handbook. Failure to abide by the Resident Handbook and general policies may result in termination of the Agreement by the Community.

- G. Designation as Resident Representative.** By signing this Agreement, Resident Representative confirms that Resident Representative is the person designated in writing to be Resident's representative. Resident Representative agrees to provide the Community with a copy of the document designating Resident Representative.
- H. Representations of Resident Representative.** By signing this Agreement, the Resident Representative represents and confirms that Resident Representative is the person who has control and/or access to Resident's funds and assets. The Resident Representative agrees to act on Resident's behalf and agrees to cause payment of fees and charges incurred by or on Resident's behalf from Resident's funds, assets or estate. The Resident Representative agrees to provide an accounting of Resident's funds, assets and estate upon request, including documentation to verify accounts. If indicated on the signature page of this Agreement, Resident Representative agrees to guaranty the payment and performance of all of Resident's obligations under this Agreement. If Resident Representative does not sign as guarantor, and if Resident Representative keeps Resident's assets segmented from the assets of all others and uses due care in executing his or her duties under this Agreement, Resident Representative will not be held personally liable for the payment of Resident's rates and charges. Failure to cause payment of fees and charges incurred by or on Resident's behalf from Resident's funds, assets, or estate shall constitute a failure to exercise due care and will subject the Resident Representative to personal liability for the charges incurred by Resident.
- I. Inspection.** The state department of public health may conduct an annual unannounced on-site review of the establishment to determine compliance with applicable licensure requirements and standards. Additional unannounced on-site reviews may be conducted without prior notice to the establishment. During an on-site review, agency staff may tour any area of the establishment; observe residents and staff; communicate privately with residents upon their consent; inspect a resident's clinical and administrative records with the resident's written consent; and enter the apartment of a resident who grants permission and entry.
- J. Visits and Communication.** The Community encourages family visits and communication. Visitors are welcome at any time provided that they respect the rights of other residents and staff and register at the front desk when entering the Community and sign out when they leave.
- K. Notices.** All notices given under this Agreement shall be in writing and shall be addressed as set forth on this signature page of this Agreement. Notice will be effective when personally delivered or when deposited in the U.S. mail, first class postage paid.
- L. Legal Fees.** If the Community takes legal action to enforce this Agreement, it shall be entitled to recover, in addition to all other relief, reasonable attorney's fees and costs.
- M. Complaint Procedure.** Questions, concerns and complaints should be addressed with the Executive Director of the Community or, in the event of an emergency, with the supervisor on duty at the time the issue arises. In addition to the Community's complaint resolution process, Resident has the right to contact the Washington State Long Term Care Ombudsman Program if Resident does not believe Resident's issue has been addressed properly. Resident may contact this agency as follows:

Washington Long-Term Care Ombudsman

VII. SIGNATURES

A. **Community Representative.** Signed on behalf of Trospen Road Limited Partnership by the individual listed below at the Community location at 1400 Trospen Road SW, Tumwater, WA 98512.

Signature: _____ *MH*
Name: _____ *Maureen Hennessy*
Title: _____ *ED*
Date: _____ *9/03/2024* *9/3/2024*

B. **Resident Representative.** Resident may be entitled under applicable state law to name or decline a Resident Representative. Resident's choice is reflected below:

Name of Resident Representative: _____ ?

If Resident declines to name a Resident Representative, Resident please initial here:

C. **Resident Agreement.** Resident Representative acknowledges (i) reading and understanding the Resident Handbook and this Agreement, including exhibits, (ii) receipt of the Community's disclosure of special care status (if required by state law); (iii) being given the opportunity to consult with legal counsel and other advisors prior to signing this Agreement.

This Agreement shall be effective as of *Sept 4th* ~~Aug 30~~, 2024

Name of Resident: _____

Resident's Suite Type: *Shared*

Signature of Resident Representative: _____

C. **Confirmation of Fees.** Resident Representative confirms that Resident Representative has received, reviewed and agrees to the fees set forth below for the services listed below.

ONE TIME FEES:

Non-refundable Community Fee: \$ *2000*

Non-refundable One-Time Fee: \$ _____

One-Time Non-refundable Fee Total: \$ _____

RECURRING MONTHLY FEES:

Base Monthly Fee: \$ *7600*

Level of Care Fee: \$ _____

Additional Charge: \$ *200* *Incontinence fee*

Total Recurring Monthly Fees: \$ *7800*

1200 South 336th St.
Federal Way, WA 98003
Phone: 360-214-9292
Email: susan.howard@mschelps.org

- N. **Resident Bill of Rights.** Resident has all the rights described in the summary of Resident Rights attached as Exhibit B and incorporated into this Agreement by reference.
- O. **Entire Agreement.** This Agreement and the documents referenced in this Agreement constitute the entire Agreement between Resident, Resident Representative and the Community and may be amended only by a written instrument signed by Resident Representative and by an authorized representative of the Community. If any part of this Agreement is held to be invalid and unenforceable, the remainder of this Agreement shall continue to be in force. The failure of the Community in any instance to insist upon strict compliance with any terms or provisions of this Agreement (including payment requirements), shall not be construed as a waiver or relinquishment of its right to insist upon strict compliance with all of the terms and provisions of this Agreement.
- P. **Governing Law and Dispute Resolution.** This Agreement shall be governed by Washington law. All disputes under this Agreement shall be resolved in the county in which the Community is located. Further, all disputes under this Agreement shall be resolved by arbitration as more thoroughly described in the arbitration rider that is attached to this Agreement, reviewed and approved by Resident Representative, as reflected by Resident Representative's signature confirming arbitration on the signature page of this Agreement

[Intentionally blank. Signature page follows.]

M Resident Representative approves the services and fees set forth above

D. Guaranty of Resident Obligations. By signing below, Resident Representative personally guarantees the payment and performance of all Resident obligations under this Agreement, with the understanding that the Community may seek recourse directly against Resident Representative without making a demand, instituting an action, or exercising or exhausting the Community's remedies against Resident or any collateral or any other guarantor.

Signature of Resident Representative as Guarantor: _____

Social Security Number of Resident Representative: _____

E. Consent to Release of Medical Information. By initialing below, Resident Representative (i) authorizes Resident's physician, healthcare practitioner, hospital, clinic or medically related facility to furnish the Community with all records pertaining to Resident's medical history, services rendered, or treatment given and any other medical and/or mental health information, and (ii) authorizes the Community to disclose to Resident's physician, healthcare practitioner, hospital, clinic or medically related facility Resident's medical history, treatment plan, medications and other information deemed necessary for Resident's care.

NO Resident Representative authorizes release of medical information to Community

M Resident Representative authorizes release of medical information by Community

F. Release for Outings. By initialing below, the Resident Representative grants permission for Resident to participate in the following off-site activities:

_____ Resident Representative approves all outings with charges added to the monthly statement.

_____ Resident Representative approves outings for which there is no additional cost.

M Resident Representative approves of no outings.

G. Photo Release. Upon move in, the Community will photograph Resident and retain the photos in Resident's medical records. By initialing below, Resident Representative grants permission for the Community to take and release additional photographs of Resident, as follows:

_____ Resident Representative grants an unlimited release to take and release photographs

_____ Resident Representative grants a limited release to take and release photographs only for:

No photos

H. Resident Rights. By initialing below, Resident Representative confirms that the Community has reviewed with Resident Representative the Resident Rights attached as Exhibit B.

M Resident Representative confirms receipt of Resident Rights and Responsibilities.

I. Arbitration Rider. By initialing below, Resident Representative approves and agrees to the resolution of all disputes that arise under or in connection with this Agreement pursuant to the arbitration provisions set forth in the Arbitration Rider attached to this Agreement as Exhibit C.

M Resident Representative approves arbitration pursuant to the Arbitration Rider.

J. **Secure Environment Acknowledgment.** By initialing below, Resident Representative (i) acknowledges that the Community is a secured community and that residents are not permitted to leave the Community unaccompanied; (ii) consents to Resident living in this secured environment; and (iii) acknowledges that despite extensive measures to prevent elopement, the Community cannot guarantee that elopement will not occur. In this regard, all points of egress in the Community have been shown to Resident Representative, who understands procedures to be taken in situations that require evacuation or the premises.

MS Resident Representative acknowledges elopement risk.

MS Resident Representative acknowledges the points of egress for evacuation.

K. **Personal Property Acknowledgment.** By signing below, Resident Representative confirms receipt and review of the Theft and Loss Policy attached to this Agreement as Exhibit D and acknowledges that the Community is not responsible for lost or stolen personal items except when caused by the Community's own negligence.

MS Resident Representative confirms review of Theft and Loss Policy.

MS Resident Representative confirms Community is not responsible for lost or stolen items.

L. **Risk Acknowledgment.** By signing below, Resident Representative confirms receipt and review of the Risk Acknowledgment attached to this Agreement as Exhibit E and accepts these risks as part of the decision to admit Resident to the Community.

MS Resident Representative confirms receipt and review of the Risk Acknowledgment.

Resident accepts the risks of residing at the Community.

EXHIBIT A TO RESIDENT AGREEMENT

Skilled Nursing Care Limitations at Community

Skilled nursing services involve the expert application of nursing theory, standardized procedures and medically delegated techniques by a registered nurse (RN) to meet the needs of a member in his or her residence, using professional judgments to independently solve member care problems. "Skilled nursing care" includes, but is not limited to, the following: (1) Irrigations, catheterizations, application of dressings, and supervision of special diets; (2) Objective observation of changes in the resident's condition as a means of analyzing and determining the nursing care required and the need for further medical diagnosis and treatment; (3) Special procedures contributing to rehabilitation; (4) Administration of medication by any method ordered by a physician, such as hypodermically, rectally, or orally, including observation of the resident after receipt of the medication; (5) Carrying out other treatments prescribed by the physician that involve a similar level of complexity and skill in administration..

The Community does not provide skilled nursing services, but allows outside providers to provide skilled nursing services, subject to the limitations set forth below.

Except for residents receiving hospice care (allowed at the Community), the Community shall not admit or retain an individual who:

- (1) Requires skilled nursing care that is not authorized to be performed at an assisted living community under Washington law or beyond that which the Community can provide;
- (2) Requires medical or skilled nursing care at least eight hours per day or forty hours per week;
- (3) Requires chemical or physical restraints;
- (4) Is bedridden with limited potential for improvement;
- (5) Has stage III or IV pressure ulcers. For purposes of this rule, "pressure ulcers" means any lesion caused by unrelieved pressure, or pressure in combination with shear and/or friction, which results in damage to the underlying tissue; or
- (6) Has a medical condition that is so medically complex or changes so rapidly that it requires constant monitoring and adjustment of treatment regimen on an ongoing basis.

Resident may receive skilled care only from a home health agency or a hospice care program for less than eight (8) hours a day, and/or forty (40) hours a week for not more than 120 days in any twelve (12) month period.

EXHIBIT B TO RESIDENT AGREEMENT

Resident Rights

Resident rights include the following:

- (a) the right to be treated with respect, consideration, fairness, and full recognition of personal dignity and individuality;
- (b) the right to be transferred, discharged, or evicted by the facility only in accordance with the terms of the signed admission agreement;
- (c) the right to be free of mental and physical abuse, and chemical and physical restraints;
- (d) the right to refuse to perform work for the facility;
- (e) the right to perform work for the facility if the facility consents and if: (i) the facility has documented the resident's need or desire for work in the service plan; (ii) the resident agrees to the work arrangement described in the service plan; (iii) the service plan specifies the nature of the work performed and whether the services are voluntary or paid; and (iv) compensation for paid services is at or above the prevailing rate for similar work in the surrounding community;
- (f) the right to privacy during visits with family, friends, clergy, social workers, ombudsmen, resident groups, and advocacy representatives;
- (g) the right to share a unit with a spouse if both spouses consent, and if both spouses are facility residents;
- (h) the right to privacy when receiving personal care or services;
- (i) the right to keep personal possessions and clothing as space permits;
- (j) the right to participate in religious and social activities of the resident's choice;
- (k) the right to interact with members of the community both inside and outside the facility;
- (l) the right to send and receive mail unopened;
- (m) the right to have access to telephones to make and receive private calls;
- (n) the right to arrange for medical and personal care;
- (o) the right to have a family member or responsible person informed by the facility of significant changes in the resident's cognitive, medical, physical, or social condition or needs;
- (p) the right to be informed of complaint or grievance procedures and to voice grievances and recommend changes in policies and services to facility staff or outside representatives (including the state ombudsman) without restraint, discrimination, or reprisal;
- (r) the right to be encouraged and assisted throughout the period of a stay to exercise these rights as a resident and as a citizen;
- (s) the right to manage and control personal funds, or to be given an accounting of personal funds entrusted to the facility;
- (t) the right, upon oral or written request, to access within 24 hours records pertaining to the resident, including clinical records;
- (u) the right, two working days after the day of the resident's oral or written request, to purchase at a cost not to exceed the community standard photocopies of the resident's records or any portion thereof;
- (v) the right to personal privacy and confidentiality of personal and clinical records;
- (w) the right to be fully informed in advance about care and treatment and of any changes in that care or treatment that may affect the resident's well-being; and
- (x) the right to be fully informed in a language and in a manner the resident understands of the resident's health status and health rights, including the following: (i) medical condition; (ii) the right to refuse treatment; (iii) the right to formulate an advance directive; and (iv) the right to refuse to participate in experimental research.

EXHIBIT C TO RESIDENT AGREEMENT

Arbitration Rider

This Arbitration Agreement is made by and between Trooper Road Limited Partnership, doing business as The Hampton Memory Care ("Community") and the resident of the Community identified in the signature line below ("You" or "Your").

Arbitration is a process of dispute resolution used instead of traditional state or federal courts. In arbitration, instead of a judge or jury determining the outcome of a dispute, a neutral third party who we mutually select (the arbitrator) renders decisions, which are binding on both parties and generally non-appealable. By agreeing to mandatory arbitration, we are agreeing that arbitration is the only legal process available to resolve issues related to your residency at the Community and your related financial obligations. We are selecting arbitration with the goal of reducing the time, formalities and cost of using the court system.

- A. **Contract or Property Damage Disputes.** Any controversy, dispute, disagreement or claim of any kind or nature, arising from, or relating to your financial obligations to the Community, or concerning any rights arising from or relating to an alleged breach of your residency agreement shall be settled exclusively by arbitration. Neither party will file a lawsuit in any court to resolve any such disputes. Each party is giving up all rights to a judge or jury trial to resolve any disputes or claims. The arbitration shall be administered by the American Arbitration Association, in accordance with its Rules of Procedure. **You and Your Resident Representative acknowledge and understand that there will be no jury trial on any claim or dispute submitted to arbitration, and You and/or Your Legal Representative relinquish and give up Your right to a jury trial on any claims for damages, which are submitted to arbitration under this Agreement.**
- B. **Personal Injury.** This agreement to arbitrate covers any claim You may have against the Community or its employees for any personal injuries sustained by You arising from or relating to any alleged negligence, inadequate care, or any other cause or reason while residing in the Community. This means You will not file a lawsuit in any court to bring any claims that You may have against the Community for personal injuries incurred while residing in the Community. It also means You are giving up all rights You may have to a jury trial to litigate any claims for damages or losses allegedly incurred because of personal injuries sustained while residing in the Community. The arbitration shall be administered by the National Arbitration Forum, in accordance with its Rules of Procedure. **You and Your Legal Representative acknowledge and understand that there will be no jury trial on any claim or dispute submitted to arbitration, and You and Your Legal Representative relinquish and give up Your right to a jury trial on any claims for damages arising from personal injuries to You, which are submitted to arbitration under this Agreement.**
- C. **Medical Malpractice.** Any claim of medical malpractice, including any claim that medical services were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered or omitted, will be determined in accordance with the provisions of state law and not by a lawsuit or resort to court process except as state law otherwise provides. By signing this agreement, You agree that such disputes may be resolved through binding arbitration in accordance with state law in lieu of a court of law before a jury.
- D. **Location of Arbitration.** The Arbitration will be conducted at a mutually agreed upon site within the county in which the Community is located.

E. Right to Legal Counsel. You have the right to be represented by legal counsel in any proceedings initiated under this arbitration provision.

F. Allocation of Costs for Arbitration. The costs of the arbitration shall be borne equally by each party, and each party shall be responsible for its own legal fees.

NOTE: BY SIGNING THIS AGREEMENT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL BINDING ARBITRATION RATHER THAN BY A JURY OR COURT TRIAL.

WITH RESPECT TO MEDICAL MALPRACTICE CLAIMS ONLY, YOU HAVE THE RIGHT TO SEEK LEGAL COUNSEL AND YOU HAVE THE RIGHT TO RESCIND THIS AGREEMENT WITHIN NINETY DAYS FROM THE DATE OF SIGNATURE BY BOTH PARTIES UNLESS THE AGREEMENT WAS SIGNED IN CONTEMPLATION OF HOSPITALIZATION IN WHICH CASE YOU HAVE NINETY DAYS AFTER DISCHARGE OR RELEASE FROM THE HOSPITAL TO RESCIND THE AGREEMENT.

NO HEALTH CARE PROVIDER SHALL WITHHOLD THE PROVISION OF EMERGENCY MEDICAL SERVICES TO ANY PERSON BECAUSE OF THAT PERSON'S FAILURE OR REFUSAL TO SIGN AN AGREEMENT CONTAINING A PROVISION FOR BINDING ARBITRATION OF ANY DISPUTE ARISING AS TO PROFESSIONAL NEGLIGENCE OF THE PROVIDER.

NO HEALTH CARE PROVIDER SHALL REFUSE TO PROVIDE MEDICAL CARE SERVICES TO ANY PATIENT SOLELY BECAUSE SUCH PATIENT REFUSED TO SIGN SUCH AN AGREEMENT OR EXERCISED THE NINETY-DAY RIGHT OF RESCISSION.

EXHIBIT D TO RESIDENT AGREEMENT

Theft and Loss Policy

Policy Statement. It is the policy of the Community to make reasonable effort to safeguard residents' property and valuables by the following measures:

1. All current and new residents shall be notified, in writing, of the Community's Theft and Loss Policies and Procedures. A copy of the policy shall be made available to all prospective residents and their responsibility party at their request.
2. All new employees hired by the Community shall be oriented to the Theft and Loss Policies and Procedures within the first week of their employment.
3. All reported cases of theft and loss will be investigated, and a theft report completed if the items are not located in a reasonable amount of time.
4. The community Executive Director will report to the local law enforcement agency within thirty-six (36) hours, when there is reason to believe that personal property with a current value of \$100 or more has been stolen.
5. All theft reports will be kept on file in the Community for a minimum of one year.
6. A written review of the Theft and Loss Policy will be done on an annual basis, as well as a review of all theft reports and investigation procedures and their results

Personal Property. Due to the type and degree of illnesses cared for at the Community, it is not uncommon (in fact, it is extremely common) for personal property to get temporarily or permanently misplaced. Despite our efforts at tracking clothing articles, jewelry and other personal articles, they do, from time-to-time, get separated from their owner. Because of this *we ask that neither Resident nor Resident Representative bring valuable articles for loved ones into the Community.*

Risk of Damage. The Community's commercial grade washing machines and dryers take a serious toll on fine fabrics and tend to do better with less expensive clothing. Costume jewelry and neat and sturdy wardrobes go far in bringing about utility, safety and peace of mind.

THE HAMPTON

MEMORY CARE COMMUNITY

Rates & Services

What's included.

- ❖ Secure, safe environment utilizing advanced technology
- ❖ 24hr staff trained in Memory care
- ❖ Housekeeping and laundry service
- ❖ Three nutritious homestyle meals served daily
- ❖ Individual care plans and conferences

Pricing for shared room:

(Additional \$2000 for private room)

- ❖ Level I - \$6,850
- ❖ Level II - \$7,600
- ❖ Level III - \$8,400

Special Services

- ❖ Incontinence care program - \$400

One Time Community Fee - \$2,000