



NEW HAVEN

ASSISTED LIVING & MEMORY CARE

Serving TX Since 2013

NEW RESIDENT INFORMATION

Resident Information

Admission Date: _____

Last Name _____ First _____ MI _____

Sex _____ Marital Status _____

Place and Date of Birth _____

Moving From (Current Address) City, State, Zip _____

Lifetime Occupation _____

Medical Information

Allergies _____

Physician Name _____ Physician Telephone Number _____

Dentist Name _____ Dentist Telephone Number _____

Hospital Preference _____ Pharmacy Preference _____

Medicare # (Attach Copy of Card) _____

Other Insurance/Long Term Care Provider (Attach Copy of Card) _____

Responsible Party (May be Resident, depending on care setting)

Name, Relationship _____

Signature _____

Address City, State, Zip _____

Primary Phone Home Work Cell _____

Alternate Phone Home Work Cell _____

E-Mail Address _____

Second Responsible Party

Name, Relationship _____

Signature _____

Address City, State, Zip _____

Primary Phone Home Work Cell _____

Alternate Phone Home Work Cell _____

E-Mail Address _____

RESIDENT INFORMATION

(Must be fully completed for each resident)

Resident Name _____ Unit # _____

Phone # _____ Date of Birth _____

Religious Affiliation (optional) _____

IN CASE OF EMERGENCY - PLEASE NOTIFY:

Name:	Relationship:
Address:	Phone Number(s):
Name:	Relationship:
Address:	Phone Number(s):

I AUTHORIZE COMMUNITY TO DISCUSS FINANCIAL/PERSONAL (circle one or both)
MATTERS WITH:

Name:	Relationship:
Address:	Phone Number(s):
Name:	Relationship:
Address:	Phone Number(s):

Hospital Preference: _____ (Please note that this information will be shared, but the Community cannot guarantee that any particular hospital will be utilized.)

RESIDENT AGREEMENT

This Resident Agreement (hereafter "Agreement") is made by and between _____ (hereafter "Community"), an assisted living community located at _____, and _____ (hereafter known as "Responsible Party"), for the benefit of _____ (hereafter "Resident") with an effective date of _____, 20____. This Agreement is a month to month agreement and may be terminated at any time by either party as provided in Section 7.

1. SCOPE

Responsible Party acknowledges that it is required to fully comply with the terms of this Agreement and that Community is materially relying on these representations by executing this Agreement.

The Responsible Party understands and agrees that the Resident's age, application forms, health history and medical report, personal interview and emergency information records are a part of this Agreement, and any material misrepresentation or omission made as to the Resident's age and health history shall render this Agreement voidable at the option of Community. In accordance with State Regulations, Community will review the Sex Offender Registry for all new residents.

2. ACCOMMODATIONS AND SERVICES

Beginning on the move-in date, in exchange for the fees outlined in Exhibit A, Community shall provide the following accommodations and services to Resident under the terms, conditions and limitations contained in this Agreement.

Accommodations

1. Resident's Room. Resident is authorized to occupy and use the Room. Resident is encouraged to personalize the Room by providing the Resident's own furnishings and decorations provided all personal decorations must comply with the safety rules of Community. Community reserves the right to approve all furniture and fixtures the Resident adds to the Room.

2. Alterations. The Resident may not make any structural or physical changes to the Room, including the modification or addition of locks or locking devices, without the prior written consent of Community. Any changes or modifications to the Room which require the assistance of electricians, contractors or similar professionals must be approved in advance by Community. Any costs associated with approved changes or modifications shall be borne by the Resident/Responsible Party.

Health and Personal Care Services

(Additional fees may be associated with these services.)

1. Monitoring. Community, through its staff, shall regularly monitor the Resident's health status to identify any changes in the Resident's physical, mental, emotional and social functioning. As part of such monitoring, Community may monitor common areas of the Community with video cameras; however, the Resident will not be videotaped in the Room. In the event of an emergency, Community staff will summon emergency medical services to assist the Resident by calling "911" or otherwise summoning appropriate medical services personnel.

2. Assistance with Activities of Daily Living. As needed, Community may make available to the Resident assistance with dressing, grooming, bathing, feeding and administration of medication and other activities of daily living, to the extent allowed by applicable state law.

3. Assistance with Storage and Administration of Medications and/or Other Items. Through its staff, Community may assist the Resident with storage and/or administration of medications and/or other personal hygiene items to the extent allowed by state law and in accordance with the Medication Policy.

4. Meals and Snacks. Three nutritionally well-balanced meals per day are included with Basic Services. Snacks may also be available.

5. Housekeeping. Community will provide weekly basic housekeeping services including cleaning of common areas and resident's private room and bath. Additional services are available at an additional cost.

6. Laundry. Community will provide weekly laundry service (wash, fold, return to Resident's room) for personal clothes and linens. Additional services are available at an additional cost.

7. Activities. To meet the Resident's physical, social, mental and spiritual needs, Community will provide a full program of activities on a daily basis. The Resident will be provided with the use of the common areas such as living rooms/TV rooms, lounges, craft rooms, library, meeting rooms and outside courtyards (when weather permits).

Excluded Services

Except as otherwise expressly stated in this Agreement, the Resident is responsible for furnishing or paying for any of the Resident's health medical, and personal care services, including, without limitation, hospital services, physicians' services, emergency transportation including ambulance services, nursing services including skilled nursing facility charges, private duty personnel such as home health services, prescription and/or over-the-counter medications, vitamins, eye glasses, eye examinations, hearing aids, ear examinations, dental work, dental examinations, orthopedic appliances, laboratory tests, x-ray services, any rehabilitative therapies (physical, occupation, or speech), podiatry services, IV therapy, oxygen therapy, equipment rentals, in-room utilities such as private phone, barber/beauty shop appointments, incontinence supplies, personal hygiene supplies (e.g. shampoo, soap, toothbrush), and personal care assistance. Community may partner with preferred providers for various services in order for favorable services and costs to be available to residents.

Health Needs Which Community Cannot Meet

Should the Resident need health services which cannot be provided in the Community, either by Community staff or by third-party providers whom the Resident or Responsible Party employs, Community will immediately notify the Responsible Party to assist in transitioning the Resident to an appropriate care setting.

3. RESIDENT'S RIGHTS AND RESPONSIBILITIES**Absences from Community**

Resident is free to leave the Community at any time.¹ Community is not responsible for any obligations or expenses incurred by the Resident outside of the Community. The Responsible Party agrees to notify Community in advance of an overnight absence. In the event of a pre-planned absence greater than three (3) days, the Level of Care charge will be prorated from the fourth (4th) day through the duration of the absence. If discount rate has been negotiated or a discount on Level of Care charge, fees will not be prorated through duration of absence.

Rules and Regulations

Responsible Party agrees to ensure that the Resident will abide by and comply with the rules, regulations, policies and principles as they now exist for the operation and management of the Community and such reasonable amendments to the above as Community may subsequently adopt. The Resident shall also have the rights set forth in the Statement of Residents' Personal Rights.

Health Records

Community maintains a separate Resident record on each of its Residents which may contain medical and other personal information. All information and records regarding Residents are confidential and are not released without written consent of the Responsible Party or an authorized legal representative. Community's licensing agency has the authority to examine such medical records as part of the agency's evaluation of the Community. In addition, each Resident has the right to review their Resident record.

No Proprietary Interests

The Resident's rights under this Agreement are the rights and privileges expressly granted, and do not include any proprietary interest in the Community.

4. ACCESS/VISITATION**Access to the Room**

Community staff may enter the Room at reasonable times and for reasonable purposes to properly offer services including inspection, maintenance and other services described in this Agreement. Under Community's license, a duly authorized agent of the state may, after providing proper identification and stating the purpose of his or her visit, enter and inspect the entire Community, including the Room, at any time without advance notice.

Family Visits

Community encourages family and friends to visit the Resident, subject to the Community Rules and Regulations. Community encourages regular family involvement with the Resident and provides ample

¹ A resident residing in a memory care setting may leave as long as such resident is accompanied by a person authorized in writing by the Responsible Party. The Responsible Party agrees to ensure that the Resident is signed out of the building upon leaving each time and signed in to the building upon returning.

opportunities for family participation in activities at the Community. Community reserves the right to set visiting hours at the Community.

5. UNDERSTANDING OF POTENTIAL RISK

Many residents experience issues related to cognitive impairment or neurological deficits, dementia, psychiatric or a mental condition. Whatever the causes of the symptoms or behaviors, the staff at Community will assist Residents and families in understanding the importance of providing appropriate care for each resident and certain inherent risks associated with disease processes. At the Community, we are committed to protecting the rights and well-being of every Resident and there are some risks that are unavoidable in any community care setting, including but not limited to: wandering inside or outside of the Community (elopement); resident to resident altercation; loss of skin integrity; loss of personal, sentimental or monetary property; change in human intimacy behavior; dehydration; falls; later stage weight loss; disease progression. Responsible Party hereby holds harmless and releases the Community from all liability arising out of any injury, loss, claim or damage which may be sustained by the Resident due to anything other than the willful misconduct of Community and its employees.

Community is not responsible for damages or loss of any property (including but not limited to jewelry, cash, credit cards, furniture, documents, family heirlooms, hearing aids, glasses, dentures, etc.) belonging to the Resident due to theft or any other cause. The Responsible Party is responsible for paying for and maintaining insurance to cover damage to or loss of the Resident's property, if desired.

6. CHANGE OF ACCOMMODATIONS

Community reserves the authority to determine and make all arrangements regarding residency, including the right to change the location of the Resident's Room following consultation with the Responsible Party or his/her designee and thirty (30) days written notice (or less if allowed by law).

Move to New Room

If the Resident wishes to change Rooms within the Community, subject to availability and at the discretion of the Community considering the health and welfare of all Residents, the Responsible Party will be responsible for paying the actual cost of moving the Resident and any fees to the Community associated with such a move.

7. TERM AND TERMINATION OF AGREEMENT

All Notices of Termination under the provisions below must be provided in writing and delivered via hand delivery and/or U.S. Postal Service with Return Receipt.

By Responsible Party

Responsible Party Initials _____

The Responsible Party may terminate this Agreement by giving thirty (30) days written notice of termination to Community. The notice must identify the date when the termination is to become effective, which date must be at least thirty (30) days after the date of the notice.

By Community

Community may terminate this Agreement if:

1. failure to maintain the residency requirements set forth above;

2. nonpayment of contracted charges after Responsible Party has received thirty (30) days' written notice of the delinquency and Responsible Party has had at least fifteen (15) days to cure the delinquency.
3. failure to execute a Service Plan Agreement or to substantially comply with its terms and conditions, failure to comply with the assessment requirements, or failure to substantially comply with the terms and conditions of this Agreement.
4. the Resident fails to comply with state or local law after receiving written notice of an alleged violation of the same; or
5. for the welfare of the Resident when Community is no longer able to adequately care for the Resident, which is determined by a level-of-care assessment by the Wellness Director and/or Administrator.

Notwithstanding the foregoing, if the Resident or any person associated with Resident is engaging in behavior which threatens the Resident's or other residents' or staff's mental and/or physical health or safety, Community may terminate this Agreement by giving the Responsible Party the minimum number of days written notice as allowed by state law. During the notice period, Responsible Party may be required to provide one on one care for the Resident twenty-four (24) hours a day at Responsible Party's expense. Community shall attempt, except in emergency situations, to resolve circumstances that if not remedied have the potential of resulting in an involuntary termination of residency.

Vacating Room and Refund

Responsible Party Initials _____

Upon termination of this Agreement for any reason, the Responsible Party or the Resident's estate shall vacate the Room, remove all of the Resident's belongings from it, and return all of the Resident's keys and Community property to Community on or before the date stated in the written notice of termination. After the date stated in the written notice of termination, the Responsible Party shall remain liable, on a prorated basis, for the Basic Services Rate until the Room is vacated and all of the Resident's property is removed.

In the event of death of the Resident or a medical condition that necessitates the Resident's immediate need for higher level of care than that offered by New Haven, this Agreement shall be terminated and the Responsible Party will be responsible for fifteen (15) days of the then-current monthly fee's basic rate beginning on the date of death or date Resident vacates resulting from a need for higher level of care. If after the 15 day period from the contract termination, there is credit remaining from prepaid rent, it will be refunded to the resident or POA. If the apartment is not vacated at the end of the 15 day period, responsible party will be responsible for providing New Haven 30 day written notice and payment of the basic rate.

Effect of Termination

Any termination of this Agreement under this Section shall terminate Community obligation to furnish accommodations and services to the Resident. Upon payment of any refund provided for above, Community shall be discharged from any further obligations to the Resident under this Agreement.

8. PROPERTY OF COMMUNITY

No Tenancy Interest or Management Rights

This Agreement gives the Resident the right to live in the Community and to have as much freedom and choice regarding the Resident's life there as possible. However, it does not give the Resident the rights of a "tenant" as that term is defined by state law. Community reserves the sole right to provide management of the Community in the best interests of all residents and reserves the right to manage or make all decisions concerning the admission, terms of admission or dismissal of other residents consistent with state law.

Liability for Damage

The Responsible Party agrees to ensure that the Resident maintains the Room in a clean, sanitary and orderly condition. The Responsible Party shall reimburse Community for the repair to the Room and for the repair or replacement of furnishings and fixtures owned by Community in the Room above and beyond ordinary wear and tear. In addition, the Responsible Party shall reimburse Community for any loss or damage to the Community's real or personal property outside of the Room caused either intentionally or negligently by the Resident or by persons on the premises with the Resident's permission.

9. MISCELLANEOUS PROVISIONS**Waiver**

The failure of Community in one or more instances to insist upon the strict performance, observance or compliance by the Responsible Party with any of the terms and provisions of this Agreement, shall not be construed to be a waiver or relinquishment by Community of its right to insist upon strict compliance by the Responsible Party with all of the terms and provisions of this Agreement.

Assignment

Community may assign this Agreement at its discretion. The Responsible Party may not assign this Agreement to any other party.

Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, this Agreement shall be read as if such unenforceable provision was not included and all other provisions of this Agreement shall continue in full force and effect. Resident and Responsible Party acknowledge and represent that they read and understand this agreement, and all attachments and that they have not received any oral representations and are not relying on any verbal statement, promise, condition or stipulation, actual or perceived, from Community or its employees, agents and representatives not specifically set forth in this Agreement or the attachments. Further, Resident and Responsible Party acknowledge and represent that they are not relying upon any oral representation, statement, promise, condition, or stipulation made or allegedly made by Community or its employees, agents, or representatives in executing this agreement. Resident and Responsible Party understand that Community is relying on this acknowledgment and representation and that Community would not execute this Agreement without such acknowledgment and representation. This Agreement contains the entire agreement between Resident, Responsible Party and Community and replaces all prior agreements, if any, between these parties. Community is not bound by any representation, statement, promise, condition or stipulation not specifically contained in this Agreement.

Governing Law

This Agreement shall be governed by and construed under the laws of the State of Texas, except as to conflicts of laws issues.

Attorney's Fees and Damages

In the event any action is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorneys' fees incurred therein from the non-prevailing party, in addition to such other relief as the court may deem appropriate. Resident and Responsible Party acknowledge and represent that their sole remedy for any damage, loss, injury or claim arising out of or relating in any way to this agreement, the residence or resident's occupancy at the residence shall be a credit, if any is available, to the remainder of the basic service rate.

Notice

Notices required by this Agreement shall be in writing and delivered either by personal delivery, Express Mail, or certified or registered mail, return receipt requested, with all postage and charges prepaid. All notices and other written communications required under this Agreement shall be sent to the addresses listed below or to an address specified by subsequent written notice to the Responsible Party or to Community. If the Responsible Party's contact information changes, please notify Community as soon as possible.

If to Community:

If to Responsible Party:

IN WITNESS WHEREOF, Community and Responsible Party have each executed an original version of this Agreement.

RESPONSIBLE PARTY:

Name: _____

Signature: _____

Date: _____

SECOND RESPONSIBLE PARTY (if applicable):

Name: _____

Signature: _____

Date: _____

COMMUNITY:

Name: _____

Signature: _____

Date: _____

EXHIBIT A
FEES
Basic Services Rate

The Basic Services Rate, as of the date of this Agreement, is \$_____. This amount is due and payable monthly in advance by the first (1st) day of each calendar month. If the Basic Services Rate is not paid by the fifth (5th) day of the month, a late fee of 5% of monthly rent will be assessed. The Responsible Party is responsible for paying the Basic Services Rate even when Resident is absent from the Room or the Community, including, but not limited to, times when the Resident is on vacation or when the Resident has been transferred temporarily to a skilled nursing facility, a hospital, or any other outside health care facility. The Resident's right to occupy and use the Room and to receive other services under this Agreement is contingent upon timely payment of the Basic Services Rate.

Community Fee

The Community Fee is \$_____ and is payable on or before the Move In Date. This fee is nonrefundable after move-in.

Payment Type

ACH _____ Check _____

Delivery of Invoice (check one)

Email _____ Email Address: _____
Mail _____ Mailing Address: _____

Adjustments to Rates

Community shall have the right, no more than once annually and upon thirty (30) days' written notice to the Responsible Party or immediately upon change in level of care, to change the Basic Services Rate and other fees and charges. Any adjustments to the initial Basic Services Rate and/or other fees and charges will be outlined below.

Additional Terms

EXHIBIT B
POWER OF ATTORNEY AND ADVANCE DIRECTIVES

It is the policy of Community to ask all prospective residents whether they have executed any advance directives. This includes health care powers of attorney, living wills, or other documents which describe the amount, level or type of health care the Resident would want to receive at a time when the Resident can no longer communicate those decisions directly to a doctor or other health care professional. It also includes documents in which the Resident names another person who has the legal authority to make health care decisions for the Resident. It is the Responsible Party's responsibility to advise Community staff of any advance directives and to provide a copy of any such documents to Community. Community will provide copies of these documents to health care professionals who may be called to assist the Resident with health care. If the Resident revokes or changes an advance directive, it is also the Responsible Party's responsibility to inform Community of such revocation or change. This is required so that Community can assist the Resident in ensuring the Resident's health care choices are properly communicated to the Resident's health care professionals.

Power of Attorney (PoA)

(All Power of Attorney documents must be attached to Resident Agreement)

Yes No	Name	Relationship to Resident
Financial Yes No	Name	Relationship to Resident

Guardian

(All Guardianship documents must be attached to Resident Agreement)

Yes No	Name	Relationship to Resident
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If the Power of Attorney resigns or is unable to serve, please list an Alternate PoA:

Name _____ Medical <input type="checkbox"/> Financial <input type="checkbox"/>		Relationship to Resident
Address		City, State, Zip
Primary Telephone	Alternate Phone Number	E-Mail Address
Name _____ Medical <input type="checkbox"/> Financial <input type="checkbox"/>		Relationship to Resident
Address		City, State, Zip
Primary Telephone	Alternate Phone Number	E-Mail Address

Advance Directives (All Advance Directives must be attached to the Resident Agreement)

Living Will Yes No	Do Not Recussitate (DNR) Yes No
Healthcare Proxy Yes No	Out of Hospital DNR Yes No

**EXHIBIT C
AUTHORIZATIONS**

****If a Medical Power of Attorney has been designated by the Resident,
the Medical Power of Attorney must complete and sign this Exhibit****

I, _____, as ☐ Responsible Party or ☐ Medical Power of Attorney for the Resident, hereby make the following authorizations regarding the care of the Resident, the disclosure of his or her medical condition, and the rights of certain persons to accompany the Resident outside of the Community:

All Resident information is treated as confidential and will be collected, maintained and stored in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Please list all persons authorized to direct Resident's medical care:

Please list all persons authorized to receive information regarding Resident's care and condition:

Please list all persons authorized to accompany the Resident out of the Community:

Signature

EXHIBIT D

Acknowledgement and Receipt of Documents

I acknowledge that I have received the following agreements, statements and policies. I have read them and understand them. My signature below evidences my review and receipt of the following:

- Resident's Rights
- Internal Facility Requirements
- Resident and Family Responsibilities
- Medication Policy
- Grievance or Complaint Policy
- Provider Bill of Rights
- Information Regarding Electronic Monitoring
- Cardiopulmonary Resuscitation (CPR) Policy
- HIPAA Policy
- Permission to Transport
- Authorization Sex Offender Registry Check
- Disclosure Statement – Assisted Living/ Memory Care
- Permission to Photograph
- Smoke Free Environment
- ACH Bank Draft

☐ **Hair Salon Information and Pricing if applicable**

Responsible Party Signature

Date