

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

Move in Date: \_\_\_\_\_

Apt. #: \_\_\_\_\_



## Village Ridge Occupancy Agreement

- 1) The owner of Village Ridge Assisted Living is Village Ridge, LLC designates Dimensions in Senior Living, LLC to act as the manager of the property and act on its behalf for the purpose of serving notices, and to otherwise fulfill the duties, obligations and rights of the owner under this agreement.
- 2) This Occupancy Agreement is between Village Ridge Assisted Living and the above named resident. Village Ridge is licensed as an Assisted Living Program by the state of Iowa. This agreement begins on the Move-In date listed above and will be in effect for the duration of the resident's occupancy at Village Ridge Assisted Living. The resident rents from Village Ridge an assisted living unit, with residence specified in the above listed apartment unit based upon the terms and conditions set forth in this agreement. Changes in the Occupancy Agreement will only be made upon thirty (30) days written notice, with the exception of the following:
  - a) When the resident's health status or behavior constitutes a substantial threat to the health or safety of the resident, other residents, or others, including when the resident refuses to consent to relocation.
  - b) When an emergency or a significant change in the resident's condition results in the need for the provision of services that exceed the type or level of services included in the Occupancy Agreement and the necessary services cannot be safely provided by Village Ridge.

All notices provided to Village Ridge should be provided in writing and shall be delivered to the Executive Director at 365 Marion Blvd, Marion, IA 52302 via hand delivery or certified mail.

The Occupancy Agreement may be changed to reflect the change in services, policies, or financial arrangements.

- 3) Use and Occupancy: Resident(s) shall personally use and occupy the rented assisted living apartment only as a private dwelling and shall not be used for any commercial business, professional or trade activities without written approval of the Assisted Living Facility. The apartment shall be used as a residence only by the individual(s) identified in the "Resident Name" on this agreement. Resident(s) may not sublet or assign any portion of their apartment to someone else. Resident(s) shall not use their apartment for any disorderly or unlawful purposes or in a manner determined by the Owner to be undesirable or offensive.

Visitors are welcome, but no visitor shall stay more than 7 nights in a row, or more than 14 nights total in any calendar year unless special permission is obtained from Management. If Management allows visitors to stay beyond the above listed limits, the resident agrees to pay applicable additional fees related to the occupancy of the apartment by a Second Person as specified in the marketing materials for Village Ridge.

- 4) Deposit and Community Fee: A \$500 deposit holds the resident apartment as outlined on the Deposit Receipt. Upon admission to Village Ridge, the resident's first month's rent, level of care charges,

community fee and applicable fees as outlined in Addendum A are due. At the time of admission, the \$500 deposit will be applied to the community fee of \$1500, \$750 of the community fee will be held as a refundable damage deposit the remaining amount is applied to community administrative and move-in fees and is non-refundable. A resident may have their spouse occupy an apartment with them for an additional charge of \$ \_\_\_\_\_, plus any additional applicable level of care charges.

Without obligation to do so, Village Ridge may apply all or part of the Security Deposit to any unpaid Rent or other charges due from the resident or to cure any other defaults of the resident. If Village Ridge uses any part of the Security Deposit, the resident agrees to restore the Security Deposit to its full amount within 10 days after a written request is provided by Village Ridge. No interest shall be paid on the Security Deposit. Resident may not use the Security Deposit in lieu of paying Rent.

- 5) Fees and Charges: Apartments at Village Ridge are rented on a month to month basis. Resident's monthly rent is based on the type of apartment they occupy and services received. See Addendum A Financial Agreement for specific monthly rental rates and level of care charges. For a list of services provided at each level of care, please see Addendum B Level of Care Worksheet.

Included in the monthly rent for all levels of care are most activities and outings, utilities (including gas, water, electricity and cable television), three meals a day, medical alert pendant, access to facility common areas for general use, transportation (as outlined in Addendum A) and weekly housekeeping. Village Ridge staff can provide assistance with activities of daily living such as dressing, grooming, bathing, medications and other services for an additional charge as outlined in Addendum B Level of Care Worksheet. Personal hygiene supplies, resident personal items, beauty and barbershop fees, guest meals, and specialized activities and outings (fees will be disclosed in advance) are not included as part of the monthly rental fee.

In addition to the above outlined services residents residing in the Memory Care unit at Village Ridge will receive services especially designed for residents with Alzheimer's or other forms of dementia. Village Ridge takes an individualized activity approach to Alzheimer's and Dementia Care taking into account resident preferences, interests and personal history in developing an individualized service plan that meets the resident's personal care assistance needs as well as their social activity needs.

- 6) Resident Accounts: Rent is due in advance on the first day of each month. Residents who have outstanding rent after the 10th of the month will be assessed a late fee of \$10.00 per day the rent is late not to exceed a maximum monthly late fee of \$40.00 in accordance with the Iowa Uniform Residential Landlord and Tenant Act

Residents who have outstanding balances following the tenth (10<sup>th</sup>) day of the month will be issued a statement reminding them of the past due account and asking for prompt payment. They will also receive notice to vacate the premises if this matter is not handled within thirty (30) days. On the twentieth (20<sup>th</sup>) day of the month, an additional statement will be issued if arrangements to pay the account have not been made. The statement will state the past due amount and also remind them that they have until the tenth (10<sup>th</sup>) to pay the outstanding balance or to vacate the premises. All letters regarding non-payment will be sent to the person designated by the resident upon admission on Addendum A of this agreement as the party responsible for payment. All resident accounts not collected by the 20<sup>th</sup> of the month may be turned over to an attorney for collection.

Statements for resident accounts will be sent out on or before the 25th of the month for the next month. Statements will be sent to the person designated by the resident as responsible for payment on Addendum A Monthly Apartment Rental Payment Information of this Occupancy Agreement.

Payments for monthly rent will be accepted by check, money order, or direct deposit only. Payments may be mailed to Village Ridge at 365 Marion Blvd, Marion, IA 52302 or dropped in the rent payment box in the mailbox area in the front lobby at Village Ridge.

In the event more than one person is a resident of the unit under this agreement, the obligation to pay the Monthly Rent and other amounts payable hereunder shall be a joint and severable obligation of such persons.

- 7) **Fee Changes:** Changes in monthly rental or level of care rates are only upon thirty (30) days written notice, with the exception of when there is a change in condition or level of service need. Written notice is provided to the resident and the person designated by the resident as the party responsible for payment on Addendum A of the Occupancy Agreement.
- 8) **Refund:** The facility requires residents to provide a written thirty (30) day notice of intent to vacate the premise to the Executive Director. A refund of any unused advance payment will be made only if proper notice is given. If the resident moves at the last of the month and does not give proper notice, a statement will be sent for thirty (30) days. Refunds will be mailed out within 30 days of the resident vacating the apartment. Refunds will be sent to the person responsible for payment on Addendum A unless other arrangements have been requested by the resident or responsible party in writing.
- 9) **Absences:** Resident is responsible for paying all apartment rental and level of care fees as outlined in Addendum A when they are absent from the facility including but not limited to times when the resident is on vacation, when they are transferred temporarily to a skilled nursing facility or other health care facility or hospitalized. Level of care rates will be prorated when a resident is absent from the facility for more than 14 days.

Residents are free to leave Village Ridge at any time that they wish but are asked to utilize the facilities sign in and sign out register at the front desk. Resident(s) should notify Village Ridge of absences longer than 24 hours. If the resident is going to be absent for an extended period of time Village Ridge asks that the resident notify the facility in advance or as soon as possible of the absence.

- 10) **Continual Charge:** Charges are continued as long as the resident's belongings occupy the apartment. Monthly apartment rental charges will be charged to the resident until all of the residents belongings are removed from the apartment and the keys to apartment are returned to Executive Director or a member of the facility management staff and when applicable notice to vacate requirements are met as outlined in this agreement.
- 11) **Third Party Payments:** Any monies owed beyond third party payment are the responsibility of the resident. Village Ridge does not accept payment under Medicaid or Medicare at this time. Effective March 1, 2011 Village Ridge will not be accepting new admissions under the Ill and Handicapped, Elderly or Physical Disability Waiver, this includes current residents that are not already receiving services under one of these programs as of March 1, 2011. Residents who have limited financial

resources should contact the Executive Director to discuss their financial options at least 90 days prior to running out of private pay funds.

- 12) **Internal Moves:** If a resident needs to move within Village Ridge the resident may obtain moving services or Village Ridge Staff may assist in moving the resident's personal belongings and furniture. If the resident requests that facility staff assists with moving the resident's belongings and furniture between the apartments a moving fee of \$200 will be charged to cover the cost of labor and materials to move the resident to their new apartment. If there is damage to the apartment the resident is moving from the resident's damage deposit will be utilized to make the repairs and the resident will be asked to make the necessary payment to bring the damage deposit back to amount as outlined in item 2 of this agreement.
- 13) **Resident Records:** All information in the resident's records, regardless of form or storage method of records, will be kept confidential, except when release is required by: transfer to another facility, law, third party payment contract, or resident or resident's legal representative. Each resident has the right to review their medical record.
- 14) **Health and Personal Care Services:** Village Ridge staff regularly observe and interact with the resident. Our staff consists of our Executive Director, RN, Life Enrichment Coordinator, HR/Business Manager, Marketing Coordinator, Maintenance, LPN(s), Medication Aides, Nurse's Aides, Dietary, and Housekeeping staff. We are not qualified to make medical decisions. In the event of an emergency, Village Ridge staff will contact emergency medical services to assist the resident by calling "911" or otherwise summoning appropriate medical service personnel.

**Illness:** Any illness that incapacitates a resident to the point of needing continual daily assistance for a temporary period needs immediate action. A family member or friend may stay with the resident, paying only for meals if staying in the resident's apartment, to help them through a difficult time without a move being necessary. The length of stay of a family member during this temporary period of illness shall be agreed upon by the Executive Director and the family and documented in the resident's record. The resident may also arrange for an outside service provider, which should be coordinated through Village Ridge's RN(s). Should a resident need health care services that cannot be provided by Village Ridge, please contact the facility RN. Nurse delegation utilized at Village Ridge will be under the supervision of the facility RN(s).

Except as otherwise expressly stated in this agreement, the resident is responsible for furnishing or paying for any of their own health and medical services, including, without limitation hospital services, physicians' services, nursing services including skilled nursing facility stays, private duty personnel, medications, vitamins, eye glasses, eye examinations, hearing aids, ear examinations, dental work, dental examinations, orthopedic appliances, podiatry services, assistive devices, laboratory tests, x-ray services, rehabilitative therapies, personal hygiene supplies, or any ambulance services.

The Executive Director and RN monitor the level of care of all the residents and will staff according to the level of assistance required by the residents residing in the facility. If the overall level of care needed by the residents residing in the facility goes up, staffing will be increased accordingly. Village Ridge has staff available on-site 24-hours a day to assist residents.

- 15) **Resident's Rights:** State and Federal laws protect resident's rights as a citizen of the United States. Residents do not give up any of their rights by becoming a resident of an Assisted Living community. Specific Resident Rights information is included in Addendum C of this agreement.
- 16) **Apartment Damage:** Each apartment is rented unfurnished, and clean. The resident agrees to maintain their apartment in a clean, sanitary, and orderly condition. The resident shall reimburse the community for the repair to the resident's apartment and for the repair or replacement of furnishings and fixtures owned by Village Ridge in the resident's apartment beyond ordinary wear and tear. In addition the resident shall reimburse the community for any loss or damage to the community's real or personal property outside the resident's apartment caused either intentionally or negligently by the resident or person on the premises with the resident's permission.

When the resident vacates the apartment, management may withhold from the Security Deposit all amounts as may be permitted by Iowa Law and shall refund any remaining portion of the Security Deposit to the resident as outlined in item (4) and (8) of this agreement. Damages to the apartment beyond ordinary wear and tear which exceed the amount of the security deposit will be billed to the resident as permitted by Iowa law.

- 17) **Property of Resident:** Village Ridge is not responsible for loss of any property belonging to the resident due to theft or any other cause. Residents are encourage to purchase renters insurance to cover their personal property. The resident is responsible for purchasing and maintaining renters insurance.
- 18) **Apartment Decorating:** Residents are encouraged to personalize their own apartment by providing their own furnishings. Residents unable to furnish their own apartment should contact the Executive Director. Residents are allowed to decorate and furnish their apartments as they choose, as long as their possessions do not exceed the space provided or cause health and/or safety concerns for themselves, other residents, or staff and provided that they do not make any structural or physical changes to the apartment unless expressly approved in writing by the Village Ridge's Executive Director. Any such alterations or improvements shall become the property of Village Ridge. Residents who choose to repaint, wallpaper, or border their apartment must have prior approval of the Executive Director and must return the apartment to its original condition upon move-out. Any changes or modifications to the apartment which require the services of electrician, contractor, or similar professional must be approved by the Executive Director at the cost of the resident.

Newspapers and magazines may not be allowed to accumulate in resident apartments for fire safety reasons. Fuels, such as lighter fluid and matches, may not be maintained in resident apartments. (See number 17 smoking policy regarding cigarette lighters.)

- 19) The Iowa Uniform Residential Landlord and Tenant Act apply to the rental of apartments at Village Ridge.
- 20) **Housekeeping:** Once each week Village Ridge housekeeping staff will clean each resident's apartment, unless otherwise specified in the resident's Service Agreement. During this time, staff will also change and make the resident's bed, wash, dry, and return linens. They will empty trash, vacuum, dust, and clean the bathroom(s). They do not make decisions on what to throw away. Resident trash should contain all items to be discarded. Old newspapers and magazines should not accumulate in resident

apartments. Additional housekeeping services are available for an hourly rate at the cost of the resident.

- 21) Nurse Assessment: Prior to admission, Village Ridge's RN will complete a physical, functional, and cognitive assessment on all residents. This assessment provides Village Ridge with baseline information and helps to ensure the resident's appropriate placement in Assisted Living or Memory Care.

Assessments will also be conducted within thirty (30) days of admission, upon change in the resident's health cognitive, or functional status and at least annually. Nurse review of the resident's health status will be completed every 60 to 90 days. If an assessment detects a change in the resident's health, cognitive, or functional status, the results of the assessment will be shared with the resident and/or their representative if applicable. At that time, a decision to accommodate the resident's future needs will be made. This may include changes in level of care, addition of outside services, alternative placement, or other arrangements.

If the assessment finds the resident's needs are beyond what Assisted Living services can provide, action must be taken. A resident may not remain in an Assisted Living community when more specialized care is required. A family member may remain with the resident until arrangements for transfer can be made.

- 22) Advance Directives: It is Village Ridge's policy to ask that all residents provide a copy of any advanced directives they may have executed. This includes health care power of attorney, living wills, DNR's or other documents which describe the residents wishes should they become unable to communicate those decisions. If the resident has executed any such documents or if they execute any while they are a resident of the facility it is the resident or their responsible party's responsibility to advise Village Ridge of the new advance directive and provide the facility with a copy. If at any time the resident make changes to their advanced directives Village Ridge asks that the resident provide the facility with an updated copy.

- 23) Smoking Policy: Village Ridge is a non-smoking facility. Residents who choose to smoke may do so in designated outdoor smoking areas only. Smoking is not permitted in the dining area, lobby, resident apartments, or other common areas. Residents will be allowed to use only safety style cigarette lighters to light their smoking materials. Other styles of lighters and matches are not allowed. This policy is designed to ensure the safety of all residents who reside with us. The use of candles in the facility is not permitted.

If a resident fails to follow the smoking policy, or smokes in a careless manner that endangers the well being of themselves and other residents, we will take immediate action. Immediate action may include, but is not limited to, management of smoking materials by Village Ridge staff, development of a Managed Risk Agreement or discharge from the facility.

- 24) Pets: Pets are not allowed without prior written approval of Village Ridge and the execution of a Pet Agreement and deposit.
- 25) Visitors: Residents are encouraged to have visitors at Village Ridge. Visitors are asked to sign in and out at the front desk at Village Ridge when visiting the facility and to comply with all applicable

facility visitors' policy as outlined in the resident handbook. Residents may have a friend or family member visit and stay with them in their apartment for up to two weeks. Visitors staying overnight in a residents apartment will be responsible for paying applicable guest meal rates during their visit for meals eaten in the facility dining room. Residents are asked to notify facility management staff in advance of having overnight guests for emergency purposes.

- 26) Emergency Alert System: Each assisted living resident will be issued an emergency alert device at the time of admission. The emergency alert device can be worn around the neck, placed in a resident's pocket, or set beside them on a bedside table. Each emergency alert device has a button in the center which, when pressed by a resident, sends an alert to the pagers worn by health care staff members. The alert lets staff members know which resident needs assistance and where the resident is located. In addition to the button the resident can carry with them, there is an additional button located in each resident bathroom and all public restrooms. This system allows residents to receive assistance regardless of their location in the building. Residents with a GDS score assessed above 4 will not be provided a pendant, and other arrangements will be outlined in the resident's service agreement to meet the resident's emergency needs. Daily repeated use of the emergency alert system might signify a need for nursing care beyond what Assisted Living can offer. The resident will be responsible for the cost of repair or replacement for lost or damaged pendants assigned to them.
- 27) Keys: Upon admission and payment of the community fee and first month's rent, a key will be issued to the resident for their apartment. This key is to be returned to the Executive Director or management staff when a resident moves their belongings out of the apartment and must be returned before any refunds can be given.

Additional or duplicate keys can be obtained through facility maintenance staff for a fee of \$10.00 per key. Unless given written permission by the Executive Director no lock may be changed, added or any locking type device added to the apartment.

- 28) Apartment Access: Village Ridge staff may enter the resident(s) apartment at reasonable times and for reasonable purposes, including inspection, maintenance and other services as described in this agreement or as outlined in the resident's services plan. Every effort will be made to notify a Resident that a community employee will enter or has entered their apartment for non-routine events.

Unless given permission by the resident, in writing, facility staff will not allow others access to the resident's apartment in their absence. In case of sudden hospitalization or other infirmity, only individuals listed as emergency contacts will be given access to the resident's apartment.

- 29) Fire Emergency: The building is equipped with an automatic fire alarm system. When activated, the alarm sounds and the smoke doors leading to each hallway close. If the resident does not open the door to their apartment, it will provide 30 minutes of smoke protection. When the alarm sounds, residents should feel their apartment door to see if it is hot. If the door is not hot, proceed to the nearest fire exit. If the door is hot, the resident should remain in their apartment and move toward an exterior window until assistance arrives. All fire alarms are taken seriously by the staff. If an actual fire occurs and it is necessary for residents to vacate their apartment, a staff member will guide residents to a safe place away from harm. It is important that residents listen and follow instructions given by staff members and emergency personnel in the case of a fire. Fire drills will be conducted on a monthly basis at Village Ridge at various times.

30) **Managed Risk:** Maintaining the independence, dignity, and quality of life for each resident who calls Village Ridge home is important. However, when a resident's actions or behaviors endanger their own or another's well-being, they must be addressed. If the resident chooses to continue the actions or behavior, Village Ridge will ask the resident and/or resident representative to complete a Managed Risk Agreement. The Managed Risk Agreement will outline the action(s) in question and potential negative outcomes related to the action or behavior. The agreement will be signed by the resident and/or resident representative and by Village Ridge. A copy of the completed agreement will be given to the resident and a copy will be included in the resident's record. If the resident or resident representative refuse to sign the Managed Risk Agreement, Village Ridge may ask the resident to seek alternative housing and care to better meet the resident's needs. Information on alternative housing options will be made available to the resident or resident representative.

31) **Complaints:** Village Ridge values our residents and their opinions. Concerns or complaints can always be brought to the Executive Director for resolution. Complaints that cannot be addressed at Village Ridge can be directed to Dimensions in Senior Living, Village Ridge's management company at (402) 898-1079.

Complaints that cannot be addressed at Village Ridge may also be directed to the Iowa Department of Inspection and Appeals at (877) 686-0027.

32) **Resident Advocate:** Questions a resident has on Assisted Living operations, transfers, state guidelines, etc. may be directed to the State Long-Term Care Ombudsman's Office at (800) 532-3213.

33) **Dependent Adult Abuse:** Dependent Adult Abuse is a serious offense any suspected incidents should be reported immediately to the Executive Director and/or the State of Iowa. Dependent Adult Abuse can be reported in the state of Iowa at (800) 362-2178. Questions regarding Dependent Adult Abuse can be directed to the Executive Director.

34) **Grievances:** Village Ridge Grievance policy is attached as Addendum D. Village Ridge will not discriminate or retaliate in any way against a resident, resident's family, or an employee of Village Ridge who has initiated or participated in the filing of a complaint, grievance, or contacting the resident advocate.

35) **Program Cessation:** Should Village Ridge decide to cease operation as an assisted living community at any point in the future unless in the case of emergency the facility will provide the Resident with at least 90 days advance notice of the programs intentions.

36) **Transfer and Discharge:** The following are the criteria for discharge and transfer from Village Ridge:

- a) Unmanageable incontinence on a routine basis despite an individualized toileting program or despite intervention chronically urinate or defecates in places that are not considered acceptable according to societal norms such as on the floor or in a potted plant;
- b) Resident is bed-bound;
- c) Requires routine, two person assistance with standing, transfer or evacuation;



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

- d) Resident presents a danger to themselves, other residents, or staff. This includes, but is not limited to, chronically eloping, is sexually, physically, or verbally aggressive or abusive behavior or displays unmanageable verbal abuse or aggression;
- e) Endangering the health and/or safety of themselves or other residents;
- f) The use of physical restraints is required to manage a medical condition;
- g) Requires more than part-time or intermittent health-related care;
- h) Is Medically unstable;
- i) Requires Maximal assistance with activities of daily living;
- j) Resident is under the age of 18;
- k) Resident is in an acute stage of alcoholism, drug addiction, or uncontrolled mental illness;
- l) Have been given appropriate notice to pay the rates and charges assessed and have failed to do so.

Village Ridge will provide assistance to a resident or their representative to help ensure a safe and orderly transfer when a resident meets Village Ridge’s transfer/discharge criteria.

Residents who meet the discharge criteria will be provided with written notice of the need for the transfer and reason for the transfer. Thirty (30) days will be provided for in the written notice, unless under the conditions outlined in item 1) (a) and (b) of this Occupancy Agreement are met.

A resident or their representative may appeal the discharge in writing. The appeal should be submitted to Village Ridge’s Executive Director. The Executive Director, upon receipt of the appeal, will schedule a meeting with the resident and/or their representative, facility nurse, and a representative of the management company. The meeting is designed to allow the discussion of concerns, possible interventions, and options. Following the meeting, a final decision will be provided to the resident and/or their representative in writing. Following the appeal, the resident may pursue other remedies as allowed by law. Village Ridge will notify the office of the long-term care ombudsman of any involuntary transfers.

I have read the Occupancy Agreement and understand the contents. A copy of this Occupancy Agreement and its Addendums will be kept in my resident record.

Resident/Resident Representative Signature	Date
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Resident Representative Signature (if applicable)	Date
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Facility Representative Signature	Date
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Resident Received Copy of Occupancy Agreement and All Addendums \_\_\_\_\_  
Resident/Resident Representative Initial