



RESIDENT AGREEMENT

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THIS AGREEMENT is made this _____ day of _____, _____ by and between **COLLEGE MANOR, INC.**, a Maryland corporation ("College Manor") and _____ residing at _____

[Name]

(the

"Resident"), and _____ residing at _____

[Name]

[Zip]

(the "Responsible Party").

College Manor is licensed as an assisted living facility authorized to admit residents requiring either a low, moderate or high level of care. It is agreed that the Resident is accepted for admission to College Manor, beginning at 11:00 a.m. on _____, _____, with the knowledge of Doctor _____, and based on the Doctor's submission of a medical history of the Resident, and the initial assessment by College Manor personnel, it has been determined that the Resident will require a [low/moderate/high] level of care, and that the Resident (unless admitted on an emergency basis) otherwise meets the criteria for residency at College Manor set out in the Department of Health and Mental Hygiene, Code of Maryland Regulations, 10.07.14. If at any time after admission, the level of care required by the Resident exceeds the level of care for which College Manor is licensed to provide, and a waiver for the continued stay of the Resident is not granted by the Department of Health and Mental Hygiene, College Manor will notify the Responsible Party, and will assist the Responsible Party to arrange for the discharge and transfer of the Resident to another facility selected by the Responsible Party on a mutually agreed upon time frame. If it is determined that a Resident must be relocated to a nursing facility, the Resident's current medical history, related information and personal belongings will be transferred to the nursing facility upon the written request of the Resident or the Responsible Party, to facilitate the continuity of care.

The Resident, Responsible Party and College Manor, intending to be legally bound, further agree as follows:

1. The Responsible Party will be formally offered this Resident Agreement for signature upon completion of the admission procedures. The absence of the signed Agreement from the files implies consent with the terms unless there is a signed and dated letter to the contrary submitted to the College Manor administrative offices. The failure by the Responsible Party to execute the Resident Agreement within thirty (30) days of admission shall constitute grounds for College Manor, in its sole discretion, to terminate the relationship and discharge the Resident upon forty-eight (48) hours advance notice.

2. Resident must be under the care of a physician licensed to practice in the State of Maryland. The Resident or the Responsible Party shall be responsible for the choice of Resident's personal physician, who shall be responsible for the oversight of the Resident's medical care. College Manor nursing staff will carry out recommended orders prescribed by the Resident's personal physician.



3. While the Resident is primarily responsible for all fees and charges he or she incurs while at College Manor, the Responsible Party hereby assumes full and continuing financial responsibility for the care and maintenance of the Resident and for all obligations incurred by and for the Resident. The Responsible Party shall provide for assumption of this responsibility by another person in the event of his or her incapacity or death.

4. Upon admission Resident is assigned to room number _____. College Manor shall endeavor to maintain the Resident in the room to which originally assigned, but reserves the absolute right to change the Resident's accommodations if a change in the Resident's condition occurs, in which case the daily fee may be adjusted accordingly. If it becomes necessary to move the Resident to another room because of health, safety or other considerations, College Manor will give at least 5 days' advance notice and will request the Resident's and family's/legal representative's participation with this relocation decision. If the Resident shares a room with another individual, College Manor may change roommate assignments if there is an unreasonable conflict between residents or families or physical or mental conditions warrant.

5. The Resident shall be charged a daily fee of _____ Dollars (\$_____) for so long as Resident requires a _____ level of care. The monthly bill will reflect the number of days in the billed month. This rate is subject to change at any time (i) if the level of care required by the Resident changes; provided, however, that no such rate change shall be effective until a joint care level conference is held between College Manor management and the family and/or Responsible Party of Resident, or (ii) College Manor determines as part of a periodic review that rates will be adjusted on a facility-wide basis. All rate increases shall only be effective upon forty-five (45) days prior written notice to the Resident, unless attributable to a change in the Resident's medical condition. If the level of care to the Resident needs to be increased or decreased, this Agreement shall be amended by the parties to reflect the changes in services being provided and any applicable increase or decrease in charges. The daily fee covers room (furnished or unfurnished), three meals per day plus snacks, housekeeping, provision of and laundering of linens, daily in-house activities, assistance with activities of daily living, general nursing supervision, assistance with access to healthcare, social services and social activities and reminders or physical assistance to Residents who can self-administer medications. Daily charges shall continue until such time as the Resident's room is released for the use of others. If the Resident is transferred to a room where some personal furnishings cannot be used, the excess furnishings must be removed from the building within five (5) days of transfer. Charges for any other services or purchases shall be paid by the Resident and/or the Responsible Party. The daily fee is payable in advance during the entire term of the Resident's stay. Locks are available for your use in securing personal belongings.

6. The Resident and Responsible Party shall have sole and exclusive responsibility for the following:

- a) handling the financial affairs of the Resident;
- b) the purchase or rental of all essential or desired equipment, supplies, and medications related to the Resident's health and personal hygiene;
- c) arranging and contracting for all services from third parties not covered by

this Resident Agreement;

- d) safe storage of valuables and/or cash;
- e) ascertaining the cost of, and purchasing durable medical equipment; and
- f) the removal and disposition of all furniture and personal belongings owned by the Resident upon the death or discharge of the Resident.

College Manor will arrange for the purchase or rental of equipment, or special supplies or services, at the request of the Resident or Responsible Party, and the charges for such items shall either be billed directly to the Resident or Responsible Party by the outside service provider, or be reflected on the Resident's monthly bill.

7. The Resident Agent and/or the Responsible Party agree to pay and be legally responsible for the following fees or charges:

- a) Physician's services, dental services, optical services, laboratory fees, x-ray studies, EKG's, medication, podiatry, special duty nursing care or special equipment, supplies, other professional services recommended by the attending or personal physician; and
- b) Personal laundry, barber, hairdresser, transportation, cost of outside activities and all other personal attention or items that might be required in conjunction with the medical, dental or other care of the Resident.
- c) Adult Day Care attendance at any structured program shall be voluntary, not mandatory. College Manor encourages attendance at an Adult Day Care, but College Manor is not financially responsible and will not decrease the daily room rates if a Resident attends.

8. Bills shall include the monthly fee in advance, plus other charges incurred by and for the Resident, and are due upon receipt. Should any amount due hereunder be received by College Manor more than twenty-five (25) days after its statement date, the Responsible Party shall pay a late payment charge equal to five percent (5%) of the amount then due. The 5% late payment charge will accrue each month on unpaid balances.

9. In the event that collection of delinquent accounts receivable becomes necessary, the Resident and/or the Responsible Party shall each be responsible for all unpaid fees and charges, any late payment charge, as well as all reasonable costs and expenses of collection, including but not limited to attorneys' fees in the amount of One Thousand Dollars (\$1,000) or fifteen percent (15%) of the delinquent amount due, whichever is greater.

10. The Responsible Party hereby authorizes the transfer of the Resident to the first floor of College Manor, a hospital or other appropriate health care facility when either College Manor's physician (or Resident's private physician) prescribes the same (unless an emergency health situation reasonably warrants immediate transfer, or a medical directive on file at College Manor prohibits such transfer), and the Resident and the Responsible Party agree to bear all additional costs related thereto.

11. College Manor reserves the right to require the Resident to leave at any time if it finds that the Resident:

- a) is harmful to himself/herself;
- b) represents a substantial risk to, or interference with, the care, health, comfort and safety of the other Residents or staff;
- c) fails to abide by the rules and regulations applicable to Residents of College Manor, or interferes with the peace and good order, of College Manor;
- d) has withheld or falsified material information on his or her application in order to be accepted as a Resident of College Manor;
- e) the physical or mental condition or of the Resident is such that College Manor can no longer care for him or her; or
- f) nonpayment of fees and charges.

College Manor agrees to provide the Resident with at least thirty (30) days' notice of the effective date of any such discharge and termination of this Resident Agreement, except in the case of a health emergency or if the Resident represents a substantial risk to the care, health, comfort or safety of other Residents or staff.

All furniture, clothing and personal property of the Resident shall remain the property of the Resident, or his heirs, personal representatives or assigns upon the death or discharge of the Resident. Resident and the Responsible Party shall be responsible for removing all such property upon the death or discharge of the Resident.

12. Resident or Responsible Party may only terminate this Agreement upon thirty (30) days prior written notice, except in the case of a health emergency or unless waived by College Manor in extenuating circumstances.

13. Neither the Responsible Party nor the Resident shall place any furniture or personal items in the rooms on the College Manor premises without express permission of College Manor. Resident's room may be locked when the Resident leaves the facility. If the Resident takes leave for hospitalization, recuperative stays in other settings, or vacation, the Resident's room will be locked, and considered as being held unless notified in writing by Resident or the Responsible Party that the room is cleared and available for the use of others. The Resident and Responsible Party shall be responsible for payment of the daily fee for any time the room is so held. Upon release of a Resident's room, College Manor will calculate the rate for the remainder of the month that has been paid for in advance and will refund that amount within forty-five (45) days of termination of residency. The Responsible Party, or his agents, shall not remove the Resident from College Manor without first paying all accrued charges.

14. Any locks used for safekeeping of belongings within the room must be supplied by College Manor. College Manor provides locked storage space in the administrative office for the Resident to store cash if the Resident desires to use such space. College Manor recommends that the Resident maintain any valuable jewelry in a safety deposit box off

premises. The Resident has the right to retain and use his or her personal clothing and approved possessions. College Manor shall take reasonable precautions to assure that the Resident's personal property and belongings are protected. Nothing contained in this Agreement shall be considered to constitute liability on the part of College Manor to replace or be responsible for payment for personal possessions which are damaged, lost, stolen or disappear. College Manor will not be responsible for cash or other valuables not placed with the front office bank for safe keeping.

15. College Manor has implemented the following security measures to ensure the safety and well-being of the Residents:

- a. Video cameras on all floors and various outside locations; and
- b. Electronic and monitored nurse call bell system.

16. The staff of College Manor reserves the light of entry at any and all times to all resident rooms for the purposes of performing their duties, to attend to the Resident's care, as well as in emergency situations.

17. Resident shall have unlimited access to all common areas in the facility.

18. Consuming, lighting or smoking of any tobacco or similar products is forbidden. Alcohol is considered a medication and may only be consumed upon order of a Resident's personal physician. The Resident's personal physician may be called to attend the Resident at the discretion of College Manor. If he or she is not available, College Manor may call another physician and the Responsible Party agrees to pay the medical expenses incurred as a result of the exercise of such discretion.

19. In the event of an emergency situation which could make it unsafe or unhealthy to continue to provide services at the facility, the facility will make arrangements to temporarily relocate Residents pursuant to College Manor's Emergency Preparedness Plan 2014.

20. Suggestions or complaints concerning the Resident's care program should be made in writing directly to either Jane Banks, John Horine or Catherine Renaud. If requested by the Resident or the Responsible Party, a meeting will be scheduled with College Manor personnel during normal business hours within seventy-two (72) hours of receipt of the suggestion or complaint or you may contact the Assisted Living Complaint Unit at 410-402-8200 or toll free at 1-877-402-8221. A copy of the Resident's Rights are included in your admission packet. College Manor will honor and respect your rights.

21. College Manor and its stockholders, directors, officers, employees and agents shall not be held responsible and are hereby relieved of all liability for the following:

- a) Injuries of any kind suffered by the Resident while a resident of College Manor, except where the injury is caused by the gross negligence or willful misconduct of College Manor or its employees;
- b) Removal of the Resident from College Manor, either temporarily or permanently. Such removal shall terminate all responsibility by College

Manor to the Resident during such absence;

- c) Injuries and property damage which the Resident or any other individual may sustain either as the result of unauthorized use of matches, tobacco, smoking accessories, alcohol or any other unauthorized drug or device used by the Resident or any other individual;
- d) Any injury sustained by the Resident off the premises of College Manor, regardless of whether or not the Resident was accompanied by an agent or employee of College Manor; and
- e) Injuries inflicted upon the Resident, or damages to his or her property or possessions, by any other individual whether or not the same is a Resident of College Manor.

20. Any undue damage (not due to normal use) to College Manor property caused by the Resident will be repaired or replaced at the Resident's and/or Responsible Party's expense.

21. College Manor shall provide continuous service to the Resident should College Manor have to relocate due to an emergency.

22. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland.

23. Resident and the Responsible Party each acknowledges that he has reviewed all of the rules, requirements and restrictions contained herein.

24. Resident should consider having this Agreement reviewed by an attorney, financial advisor or other representative selected by Resident prior to executing this Agreement. An election by Resident not to have this Agreement so reviewed is at the sole discretion and risk of the Resident.

[Signatures Appear on Following Page]

The parties, intending to be legally bound, have executed this Agreement as of the day and year first above written.

WITNESS:

Signature of Resident

Print Name: _____

ATTEST:

COLLEGE MANOR, INC.

By: _____

OBLIGATIONS OF RESPONSIBLE PARTY

As the Responsible Party, and as a condition of College Manor agreeing to accept the above named Resident for admission, I understand that I am acting as co-obligor of the financial obligation of the Resident to pay all fees and charges set forth in this Resident Agreement in a timely manner upon demand if the Resident shall fail to pay for any reason. I further acknowledge and agree that my agreement to pay is irrevocable, absolute, unconditional and continuing, and I shall be responsible for such payment from my own personal financial resources if either the Resident shall fail to pay for any reason, or if the Resident's liquid financial resources available for use are, for any reason, insufficient to pay any balance due on a timely basis. I agree to immediately notify College Manor if at any time the Resident's financial resources are reduced to a level that will make it difficult for the Resident to pay the fees due to College Manor for the Resident's care. Notwithstanding any other language to the contrary contained herein, nonpayment of any amounts due on or prior to the due dates hereunder shall constitute grounds for immediate termination of this Resident Agreement by College Manor.

Responsible Party

Print Name: _____

RESIDENT RIGHTS

I understand and have read College Manor's Residents Rights.

Responsible Party

Print Name: _____

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