



## RESIDENT HOME CONTRACT

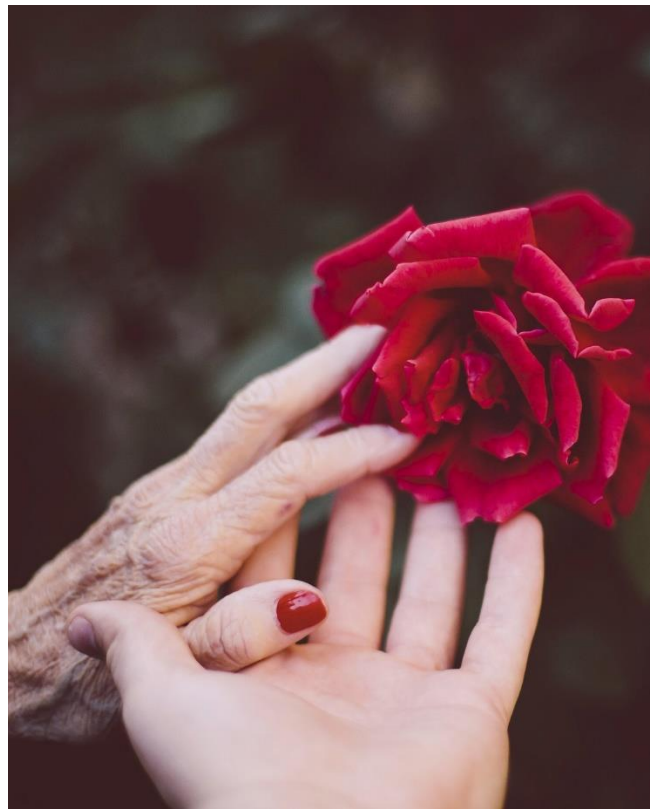
Elegant, Personal Care at an Affordable Price

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51 Dewey Avenue  
Bridgeville, PA 15017



## Resident Home Contract

This agreement, is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Rosewood of the South Hills (herein call the “facility”) and \_\_\_\_\_ of \_\_\_\_\_ (herein called the “resident”), and \_\_\_\_\_ of \_\_\_\_\_ (herein called the “responsible party”).

Resident, having applied for admission, affirms that the information provided in the “Admitting Record Demographic Data” is true and correct to the best of the resident’s knowledge and belief and acknowledges that the submission of any false information may constitute grounds to terminate this Agreement at the option of the Facility.

Therefore the Facility, the Resident, and if applicable, the Responsible Party / Payer, intending to be legally bound, hereby agrees to the following terms and conditions.

### SECTION 1

#### PROVISION OF SERVICES

- 1.1 Basic Services: Facility will provide Resident with room, board, including three meals daily and other services consisting of assistance or supervision with medication management, dressing, bathing, hygiene, and assistance with evacuation of resident in the event of any emergency. The Basic Services are included within the daily rate as reflected in the charges manual attached to this Agreement. All other services specific in this Agreement are additional services and shall be provided upon request and at an additional charge.
  
- 1.2 Additional Services: Facility will provide Additional Services at the option and upon the request of the resident in exchange for additional charges as those charges are reflected in the charges manual attached to this Agreement. The Additional Services provided by the Facility are as follows:
  - Staff companion accompaniment to local doctor’s appointments
  - Private companion/attendant care
  - Personal laundry, which does not include dry cleaning or other specialized cleaning services
  - Barber / beauty shop services
  - Transportation services

- Meal tray delivery services
- Housecleaning services
- Guest meals
- Medical supplies
- Newspaper delivery
- Medications

A description of the Additional Services is contained in the Resident Handbook and such description is incorporated by reference.

- 1.3 Services of Other Provider: The services of outside providers (i.e. medical supplies, pharmacy, telephone, temporary nursing care, laboratory, x-ray, physical therapy, occupational therapy, speech pathology, podiatry, optometry, and hearing aid repair) are made available to Residents on the Facility's premises from time to time according to the wishes and discretion of the Resident, Responsible Party / Payer family and attending physician. These services will be billed directly by the provider to the Resident or third party payer, if applicable.

Hospice Care and Services: Hospice care and services that are licensed by the Department of Health as a hospice may be provided to a resident in a personal care home.

## SECTION 2 CHARGES

- 2.1 Community Fee:

The amount of the non-refundable community is \$                      and it must be paid prior to admission.

B. Advance Payment: Prior to admission, Resident shall pay an amount equal to one month for the first month of admission. The amount of Advance Payment is \$                     . Following the first month you will be invoiced a prorated rate for the second month.

- 2.2 Recurring Periodic Charges for Basic Services: Resident shall pay in exchange for Base Services the Monthly Rate in effect at the time the service is rendered as such rate is reflected in the Charges Sheet is attached to this Agreement and incorporated herein by reference, and as the Charges Sheet is amended from time to time by the Facility.
- 2.3 Additional Charges: Residents shall pay in exchange for Additional Services the charge in effect at the time such Additional Services are rendered, as such charges are rendered such charges are reflected in the Charges Sheet attached to this Agreement and incorporated herein by reference and as the Charges Sheet is amended from time to time by the Facility.
- 2.4 Guarantee: The First Month Rate and charges reflected for room, board, and personal care (all inclusive Rate) services shall be the actual amounts charged.
- 2.5 Charges for Other Providers and Non-Facility Services: The services of other providers such as laboratory, medical supplies or equipment, x-ray, physical therapy, occupational therapy, hearing aid repair services are made available to Residents in the Facility from time to time according to the wishes and direction of the Resident, Responsible Part/Payer, and attending physician. All such services will be billed directly by the provider to the Resident or third party payer, if applicable. As such charges and costs are not included in the Rate for Basic Services and the Facility will not be liable or pay them.

### SECTION 3

#### PERIODIC BILLING AND PAYMENT DUE DATE

- 3.1 Monthly Billing Statement and Other Invoices. On or about the first (1st) day of each Month, Residents will receive a Monthly billing statement reflecting charges for the current Monthly Rate. The Monthly Billing Statement also will reflect charges for Additional Services rendered in the previous month. All bills are due and payable upon receipt.
- 3.2 Late Charges Any bills unpaid after the tenth (10th) day of each month are subject to one and one-half (1 ½%) percent each month.

Modification of Charges. Facility reserves the right to change from time to time the Amount of its charges or how and when its charges are computed, billed, or become due. Facility shall provide thirty (30) days advance notice of any such changes. The current prevailing charges and fees for Facility's services are reflected in the Charges manual attached to this Agreement and incorporated by reference. At such time as Facility modifies the prevailing charges, the change shall be implemented by providing each Resident with a copy of a Notice of Change in charges which shall describe the proposed changes in prevailing charges and such notice shall constitute an addendum to the Admission Agreement.

## SECTION 4

### STANDARDIZED SCREENING, MEDICAL EVALUATION, AND SUPPORT PLANS

- 4.1 Admission Screening, Medical Evaluation, Assessment and Support Plan. Admission to Facility is conditional upon Resident undergoing an initial standardized screening, including a mobility assessment, completed by Facility or qualified human services agency within thirty (30) days prior to admission. Resident also must complete a medical evaluation and have a licensed physician complete and sign an acceptable medical evaluation form within sixty (60) days prior to or within thirty (30) days after admission. A Support Plan for each resident will be developed and implemented within 30 days after admission date .
- 4.2 Cost of Medical Evaluation. Resident is responsible for paying the cost of all medical evaluations whenever medical evaluations are required.
- 4.3 Purpose and When Required. The purpose of the screening process and medical evaluation is to provide basic information about the care needed by Resident. A complete screening, including a mobility assessment and medical evaluation are required: (a) annually, (b) if the condition of the Resident materially changes prior to the annual evaluation, or (c) at the request of the Bureau of Human Services Licensing upon cause to believe that an additional evaluation is necessary.
- 4.4 Results of Screening and Medical Evaluation. In the event that a screening or medical evaluation indicates that Resident's personal care needs exceed the capabilities of the Facility, Resident shall be transferred or discharged under the terms and conditions set forth in this Agreement.



- A resident may not be neglected, intimidated, physically or verbally abused, mistreated, subjected to corporal punishment or disciplined in any way.
- A resident shall be treated with dignity and respect.
- A resident shall be informed of the rules of the home and given 30 days written notice prior to the effective date of a new home rule.
- A resident shall have access to a telephone in the home to make calls in privacy.
- A resident has the right to receive and send mail.
- Outgoing mail may not be opened or read by staff persons unless the resident requests.
- Incoming mail may not be opened or read by staff persons unless upon the request of the resident or the resident's designated person.
- A resident has the right to communicate privately with and access the local ombudsman.
- A resident has the right to practice the religion or faith of the resident's choice, or not to practice any religion or faith.
- A resident shall receive assistance in accessing health services.
- A resident shall receive assistance in obtaining and keeping clean, seasonal clothing.
- A resident has the right to access, review, and request corrections to the resident's room.
- A resident has the right to furnish his room and purchase, receive, use, and retain personal clothing and possessions.
- A resident has the right to leave and return to the home at times consistent with the rules and the resident's Support Plan.
- A resident has the right to relocate and to request and receive assistance from the home relocating to another facility.
- A resident has the right to freely associate, organize, and communicate with others privately.
- A resident shall be free from restraints.
- A resident shall be compensated in accordance with State and Federal labor laws for labor performed on behalf of the home.
- A resident has the right to receive visitors for a minimum of 12 hours daily, 7 days/week.
- A resident has the right to privacy of self and possessions.
- A resident has the right to file complaints with any individual or agency and recommend changes in policies, home rules and services of the home, without intimidation, retaliation, or threat of discharge.
- A resident has the right to remain in the home as long as it is operating with a license.
- A resident has the right to use both the home's procedures and external procedures to appeal an involuntary discharge.

- A resident has the right to a system to safeguard a resident's money and property.
- A resident has the right to choose his own health care.

## **SECTION 8**

### **RESIDENT SMOKING POLICY**

Smoking is not permitted by Residents in the Facility.

Smoking outside is permitted in a designated smoking area .

## **SECTION 9**

### **FACILITY GRIEVANCE PROCEDURE**

- 9.1 Reporting Complaints. If a Resident or Responsible Party/Payer feel or believe that a Resident's rights have been or are being violated by staff or another Resident or in any other way, Resident and Responsible Party/Payer shall make his/ her complaint known to the Administrator and follow the Grievance Procedure as described in the Resident Handbook.
- 9.2 Facility Obligations. Facility will review and investigate the complaint and provide a response to Resident within thirty (30) days.

## **SECTION 10**

### **PERSONAL AND OTHER PROPERTY**

- 10.1 Resident Responsibility. Resident is and shall be responsible to furnish and maintain his/her own clothing, jewelry, personal possessions and other items of property as needed or desired. Examples of this are: glasses, hearing aids, prostheses, braces, etc.
- 10.2 Facility Responsibility. Facility will not be liable for damage to or loss of any personal property of the Resident unless the property is deposited with the Facility for safekeeping and the Facility acknowledges receipt in writing. The Resident may at his/her own expense have casualty insurance to cover potential damage to or loss of personal property.



**SECTION 12  
DESIGNATED PERSON**

Resident has the right to identify a Designated Person who shall be entitled to receive notice in the event of transfer or discharge or material changes in the Resident's condition. Resident is not required to name a Designated Person.

Resident elects to name: \_\_\_\_\_ of \_\_\_\_\_  
as the designated person.

**SECTION 13  
TRANSFER, DISCHARGE, AND TERMINATION**

13.1 Facility Initiated Discharge or Transfer. If Facility initiates a transfer or discharge of Resident, or the Facility closes, thirty (30) days prior written notice, except as provided in Section 13.3, shall be provided to Resident, Responsible Party/Payer and the referral agency, if any, citing the reasons for discharge or transfer.

Facility may terminate this agreement and Resident's stay and transfer or discharge Resident if

- a. It is determined that Resident requires a high level of care such as term care or psychiatric care, ( or the like) and transfer or discharge is necessary to meet Resident's welfare which cannot otherwise be met by Facility;  
or
- b. Resident is a danger to him/herself or other Residents, and the safety of health of Resident or other individuals in the Facility is or otherwise would be endangered by the continued stay of Resident;  
or
- c. Resident refuses to comply with or obey the Facility rules, regulations, policies or procedures;  
or
- d. Resident fails to comply with any of the provisions of this Agreement;  
or
- e. Facility ceases to operate;  
or
- f. Facility provides thirty (30) days written notice of termination to the Resident;

or

- g. The charges or other amounts due under this agreement have not been paid to the Facility.
- 13.2 Resident Initiated Discharge or Transfer. If Resident chooses to leave Facility, Resident or Responsible Party/Payer must provide thirty (30) days prior written notice to Facility of the intention to leave. Resident shall be charged the daily rate for the thirty (30) day notice period whether or not Resident remains in the Facility for the entire notice period.
- 13.3 Waiver of Notice for Facility Initiated Discharge or Transfer. If a delay in discharge, transfer would jeopardize the health or safety of Resident or others in the Facility, certified by a physician or the Department of Public Welfare, or both, the thirty (30) day notice period may be waived by Facility, and Facility shall give only such notice as is reasonable and practical under the circumstances.
- 13.4 Documentation. The date and reason for the discharge or transfer, and the destination of Resident, if known, shall be recorded in the Resident's record.
- 13.5 72 hour Guarantee. The Resident, or a designated person, has the right to rescind the contract for up to 72 hours after the initial dated signature of the contract and pay only for the services received. Rescission of the contract must be in writing addressed to the Facility.

## SECTION 14 REFUNDS

- 14.1 Facility Initiated Discharge or Transfer. If, after Facility provides thirty (30) days advance notice of permanent discharge or transfer (i.e. no bed reservation as in the case of temporary transfer or absence), and Resident vacates Facility before the expiration of the thirty (30) day notice period, then Facility shall refund to Resident amounts paid in advance for charges for room, board, and other care services, in accordance with and subject to the provisions of Section 13.3, covering non-residence days remaining in the thirty (30) day notice period. The Resident's personal needs allowance shall be refunded within two (2) business days after the resident has been discharged or transferred.

14.2 Resident Initiated Discharge or Transfer. If after Resident provides thirty (30) days notice to Facility in writing of the intention to leave, and Resident vacates Facility before the expiration of the thirty (30) days' notice period, then no refund shall be made of any amounts paid in advance for charges for room, board, and other care services relating to the thirty (30) day notice period, and Resident shall owe Facility the cost for room, board, and other care services for the entire thirty (30) day notice period.

If the Resident leaves the Facility voluntarily or elects not to hold the room while hospitalized or confined in a nursing home, the Facility shall give appropriate notice, give the Resident paying the standard daily fee a refund equal to the unused days as well as any prepaid but unused services during that time.

14.3 In the event of a Resident's death that has been paying the standard monthly fee, the Facility shall give refund equal to the previously paid charges for rent and prepaid but unused special personal care services on a daily basis for unused days. Payment will be made within thirty (30) days of the Resident's death.

Only those portions of the fee relating to room, meals, housekeeping, and personal care services will be refunded on a day to day basis to the Resident or his/her estate who pays at the standard daily rate. Security deposit will be refunded after deductions for any maintenance and repairs and any other outstanding amounts owed to Facility. Any refund will be reduced by any outstanding balance. Refunds will normally be made within thirty (30) days of discharge.

Within thirty (30) days of either the termination of service by the home or the Resident's leaving the home, the Resident shall receive an itemized written account of the Resident's funds, including notification of funds still owed the home by the Resident or a refund owed the Resident by the home. Refunds shall be made within thirty (30) days of discharge.

Upon discharge of the Resident or transfer of the Resident to a higher level of care, the Administrator shall return the Resident's funds being managed or stored by the home to the Resident within two (2) business days from the date the room is cleared of the Resident's personal property.

- 14.4 Non-Accrual of Interest. No interest shall accrue on any funds required to be refunds under this agreement.
- 14.5 Elder Care Restitution Act (Act 171). In accordance with the Elder Care Payment Restitution Act effective February 7, 2003, please note the Facility's policy which applies in the event of a death of a personal care home resident, who is sixty (60) years old.
- a. Refunds. Elder Care Services are define, but not limited to "assistance with activities of daily living" and represent 10% of the daily rate until a Resident's death. The Resident's personal representative or guarantee will be either refunded the entire 10% or the remainder of amounts previously paid or pro-rated from date of resident's death. The refund will be provided within thirty (30) days from the date the room is cleared of Resident's personal property.
  - b. Inventory. The Resident's personal representative or guardian will be contacted within twenty-four (24) hours of death to arrange for an inventory of personal property. The Facility requests that belongings be removed from the room as soon as possible.
  - c. Storage. If the Resident's belongings will not be removed from the room, the Facility may place the property in storage and will not charge a fee to the estate or the family for the stored items, which are to be held for up to thirty (30) days. If after thirty (30) days the items are not claimed, the Facility will send a notice by certified mail to the Resident's representative giving an-other fourteen (14) days to claim the property. If the personal property is still unclaimed after that, Cambridge Village will dispose of the property.

Acknowledgment:

The resident acknowledges that this amendment to the agreement has been reviewed and explained to the Resident and the designated person if any.

The Facility will provide Resident and the designated person, if any, written notice at least thirty (30) days in advance of changing this agreement.

Initials  Date

For purpose of the Elder Care Payment Restitution Act, please indicate the name of the person to contact for the completion of the inventory and for the removal of the Resident's personal property.

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**SECTION 15  
OBLIGATIONS OF RESPONSIBLE PARTY**

Responsible Party/Payer shall be liable for all Resident's financial obligations under this agreement and shall guarantee payment in the event Resident does not pay Facility for all charges incurred under this agreement within thirty (30) days of the payment due date. The Responsible Party/Payer shall enter into and sign a separate "Guaranty and Suretyship Agreement" to evidence the Responsible Party/Payer's financial obligations.

**SECTION 16  
RESIDENT RECORDS**

- 16.1 Maintenance of Records. Facility shall maintain a written personal and medical record concerning the resident.
  
- 16.2 Confidentiality and Authorization. Resident authorizes Facility to make Resident's record available to staff for purposes of determining appropriateness and level of care and to develop Resident's support and care plans. Resident authorizes the release of his/her record to any other health care provider to which Resident is transferred or physician from whom Resident receives treatment and to Facility's liability carrier and legal counsel. Resident's records otherwise shall remain confidential and except in emergencies, shall not be opened to anyone other than the Resident, agents of the Department of Public Welfare, and the Long Term Care Ombudsman, without the express written consent of Resident or without a subpoena or other judicial order.

## SECTION 17

### RELEASE OF FINANCIAL INFORMATION AND FINANCIAL ELIGIBILITY

Resident shall disclose financial records in lieu of a credit application. Facility reserves the right to investigate Resident's financial records for verification purposes. Resident authorizes the release of financial records maintained by either entities, including financial records maintained by either entities, including financial records maintained by either entities, including financial institutions, to the Facility to determine financial eligibility.

## SECTION 18

### MISCELLANEOUS PROVISIONS.

- 18.1 Governing Laws. This agreement shall be governed by and constructed in accordance with the laws of the Commonwealth of Pennsylvania and shall be binding upon and insure to the benefit of each of the undersigned parties and their respective heirs, personal representative, successors, and assigns.
- 18.2 Severability. The various provisions of the agreement shall be severable one from another. If any provision of this agreement is found by a Court or Administrative body of proper jurisdiction and authority to be invalid, the other provisions shall remain in full force and effect as if the invalid provision had not been part of this agreement.
- 18.3 Entire Agreement. This agreement represents the entire understanding between the parties, an supersedes all previous representations, understandings or agreements, oral or written, between the parties.
- 18.4 Captions. The captions used in connection with the paragraphs and sub paragraphs of this agreement are inserted only for the purpose of reference. Such captions shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provision of this agreement or any part thereof nor shall such captions otherwise be given any legal effect.
- 18.5 Modifications. Facility reserves the right to modify unilaterally the terms of this agreement to conform to subsequent changes in law or regulation. Facility will give the Resident and Responsible Party/Payer, if applicable; thirty (30) days advance notice of any such modifications.

## SECTION 19

### ACKNOWLEDGMENTS

- 19.1 Charges Sheet. Resident and Responsible Party/Payer, if any acknowledge the receipt of a copy of the Charges Sheet, and the opportunity to ask questions about the Facility's rules, regulations, policies, and procedures.
- 19.2 Resident's Handbook. Resident and Responsible Party/Payer, if any, acknowledge receipt of a copy of the resident Handbook and the opportunity to ask any questions about the Facility's rules, regulations, policies, and procedures.
- 19.3 Resident's Rules. Resident and Responsible Party/Payer, if any acknowledge being informed of Resident's rights as specified in this agreement and having the opportunity to ask questions about those rights.

Rescission Period. Resident or designated Person has the right to rescind this Agreement for up to seventy-two (72) hours after the initial dated signature of this Agreement. Resident or Designated person must notify Facility in writing of the decision to rescind this Agreement. The notice of the rescission must be received by Facility or be postmarked before the lapse of the seventy-two (72) hour rescission period. In the event Resident or Designated person rescinds this Agreement, Resident shall pay only for services received.

## SECTION 20

### FINANCIAL MANAGEMENT

Authorization Requirement. Resident has the right to manage his or her own personal funds. Facility Obligations. If assistance with financial management is offered by Facility and elected by Resident, Facility shall comply with the financial management policies which are subject to change from time to time.





Seasonal Decorations \_\_\_\_\_  
\_\_\_\_\_

I have had the home's rent rebate policy explained to me and have had the opportunity to ask questions about it. In witness whereof, the parties, intending to be legally bound, have signed this agreement, one copy of the agreement being retained by each party and a copy to be filed in the Resident's records.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Responsible Party Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Facility Representative Signature

\_\_\_\_\_  
Date

# RESIDENT INVENTORY

NAME		DATE	ROOM
	COATS		MISC. ITEMS ADDED (PLEASE LIST)
	SHOES		
	HATS		
	PANTS		
	SHIRTS		
	SOCKS		
	UNDERWEAR/BOXERS		
	BRAS		
	SLIPS/UNDERSHIRTS		
	TIES/HANDKERCHIEFS		
	DRESSES		
	PAJAMAS/NIGHTGOWNS		
	ROBES/HOUSECOATS		DISCARDED ITEMS (PLEASE LIST)
	JEWELRY -RINGS		
	JEWELRY-WATCH		
	ELECTRIC RAZORS/SHAVE KIT		
	TELEVISION		
	RADIO/ALARM CLOCK		
	DVD PLAYER		
	VCR		
	CELL PHONE		
	<b>ADMISSION</b>		<b>DISCHARGE</b>
	Resident Signature		Resident Signature
	Staff Signature		Staff Signature

