



**RESIDENT AGREEMENT
for
ATRIUM ASSISTED LIVING**

- Atrium Kosher Home** 10301 Gainsborough Road Potomac, MD 20854.
PH: 301-637-9028.
- Atrium Active Home** 2701 Martello Drive, Silver Spring, MD 20904.
PH: 301-879-7608.
- Atrium Stonecrest Home** 2305 Falling Creek Road, Silver Spring, MD 20904.
PH: 301-384-8729.
- Atrium Victoria Home** 9704 Inaugural way, Montgomery Village, MD 20886
PH: 301-963-8434.
- Howard County ALF at Clarksville** 5502 Harris Farm Lane, Clarksville, MD 21029
PH: 410-588-5813.
- Whispering Pines ALF** 5811 South Hawthorne Avenue, Rock Hall, MD 21661
PH: 410-639-7771.

Portions of this Resident Agreement has been approved by the Maryland Department of Health and Mental Hygiene. You are strongly encouraged to have your attorney or other representative review this agreement before you sign.

Parties

1. This agreement is between the facility and its company indicated above (hereinafter referred as “Atrium Assisted Living”), and _____ (“you” or “resident”).

Level Of Care

2. Atrium Assisted Living is licensed to provide low, moderate and high levels of care.
3. Based on information provided by your doctor and an assessment performed by this facility, you require a _____ level of care. If your care needs change and you need a higher level of care, which this facility is not licensed to provide, we may request a level of care waiver from the Maryland Department of Health and Mental Hygiene in order for you to remain here. If the waiver request is not granted, we will give you ample notice that you will be discharged, and will assist you in finding an appropriate facility. (See item #8)

Fees

1. 4. (a) Monthly Fee. The monthly fee for care at Atrium Assisted Living is \$_____. Fees are based on the amount of care needed, as determined by

Provider manager's continued assessment. The facility will give you 45 days advance notice in writing before any increase or change in the fee, except if necessitated by a change in the resident's medical condition. The monthly fee is invoiced to the resident or the resident's responsible party before the beginning of the month in advance and the payment is due by the 3rd of the month of service. A late fee of \$25 or 1.5% of the monthly fee, whichever is greater, will be assessed for any late payment. If you default on paying any of the fees or charges billed on the monthly statement, Atrium Assisted Living may, at its discretion, refer the unpaid invoices for collection and terminate this agreement. If sent for collection or eviction for non-payment of fees, you shall also be liable for the payment of all court costs, services of process, litigation expenses and reasonable attorney fees incurred for the collection of the debt and termination of this agreement.

(b) Resident Setup Fee: You agree to provide a non refundable Setup Fee to Atrium Assisted Living in the amount equal to one month fee.

I _____ agree and accept personal responsibility for all fees
Resident or Responsible Person

and charges related to the care provided for _____ by Atrium Assisted
Living. **Resident**

I further agree and understand that my above agreed upon responsibility is in no way limited by the extent of the residents' funds. This facility will not handle your finances for you, if you are unable. We will in no way be responsible for or be involved in any actions related to the residents' finances.

Term

The term of this agreement is for a period of one year, beginning on the ___ day of _____, 202_, and ending on the ___ day of _____, 202_, and is automatically extended month by month thereafter. The Monthly Fee set forth in Item #4 is subject to an increase of up to 5% on each anniversary date.

Services

5. In consideration of your monthly payment, the facility agrees to provide the following services:
 - a. A private [semi-private] room, which includes a bed, bedside table and lamp, chair, dresser, bath linens and bed linens;
 - b. Meals which include three meals a day and additional snacks;
 - c. Personal care services which include assistance with eating, personal hygiene, transferring, toileting and dressing.
 - d. Laundry and housekeeping services;

- e. Assistance with access to health care, social services, and social activities; and reminders or physical assistance to residents who can self-administer medications [and/or administration of medications.]

The monthly fee does not include the following services and the extra charges for such services are listed below:

- a. Doctors visits -- \$100 for transportation and \$15 per hour for each care giver needed to accompany the resident.
- b. Delegating Nurse assessments: \$50 per month.
- c. Personal items including such items as toothbrush, shaving cream, lotions, powders, combs, kleenex, shampoo, deodorants, Depends, gloves, private telephone and related costs, and any other special requests made which have not been mentioned and included in "Services " can be provided by the resident or responsible party.

Occupancy Provisions

- 6. You are assigned to bedroom _____ and bed _____.
- 7. If it becomes necessary because of health, safety or other considerations to move your bedroom or bed assignment, the facility will give you at least 5 days advance notice and Atrium Assisted Living will facilitate the physical move process. The resident will be made aware of other rooms available and resident will make selection.
- 8. If your care needs become greater than the facility can safely handle, it may become necessary to transfer you to another facility. In that event, you will be given at least 30 days notice before the transfer and assistance with transitioning to your new home.
- 9. Locks are available for your use in securing personal belongings.
- 10. This facility follows the following security provisions to ensure your safety and well-being:
 - a. Alarmed entry and exits.
 - b. Sign in/Out log and details related to any absence away from facility and person/persons accompanying resident.
 - c. No locks on residents' room doors.
- 11. Residents have full use of their own rooms, and the common areas of the facility.
- 12. To ensure your safety and well being, the staff has the right to enter your room; however, the staff will make every effort to be respectful of your privacy and will always knock before entering.
- 13. In the event you are on a leave of absence from the facility or away for hospitalization, vacation or other reasons, the facility will hold your bed provided, all fees are current. No fee reduction will apply during said leaves.

14. 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 you to another group home.

Admissions & Discharge Policies

15. You may be discharged from the facility for the following reasons:
 - a. A change in the resident's health, which requires a higher level of care or services than Atrium Assisted Living is authorized to provide;
 - b. Behavior by the resident which constitutes a substantial threat to the health, safety or well-being of the resident or other residents; and
 - c. Nonpayment of fees by the resident.
16. In the event the facility decides to discharge you, you will be given at least 30 days advance notice prior to the date of discharge. In the event you are discharged because of a health or safety emergency, the facility may not be able to give you 30 days notice.
17. If you wish to leave the facility, or will no longer be able to pay the fees for services, you are required to give 30 days notice of the date you wish to terminate this agreement; however, if you are leaving because of a health emergency, 30 days notice is not required. In any case, the facility manager will help to find a different facility but will not be able continue to provide service beyond the 30 day period or until the service coverage from any prepaid fees expires.
18. In the event of the resident's discharge or termination of the agreement or death, any remaining balance of the monthly payment will be returned to the resident or responsible party after deducting the fees for the days until all the belongings are removed from the facility.

Adult Medical Day Care Policies

19. You will be encouraged to attend any medical day care facility. It is purely your voluntary choice. The facility is not responsible for any expenses including transportation. However, the facility will coordinate to get you ready with proper clothing to go to the day care center and receive you upon returning as per a pre-arranged schedule with the day care center.

Complaint and Grievance Procedures

20. A copy of the residents' rights is attached and incorporated by reference into the agreement. This facility will honor and respect your rights.
21. You have the right to make suggestions, register complaints or present grievances about the care or service you or another resident receives here. You may address these concerns to Assisted Living Manager (ALM) at the facility or

you may contact the Assisted Living Complaint Unit at 410-402-8200 or toll free at 1-877-402-8221.

- 22. If your concern is directed to the ALM, the ALM will make every effort to provide you with a response to your concern within 5 days. If you are not satisfied with that response or if the ALM does not respond to you, you may contact Sreedevi Datla, CEO of Atrium Assisted Living, at 240-793-6052, or the Assisted Living Complaint Unit at 410-402-8200 or toll free at 1-877-402-8221.

Miscellaneous Provisions

- 23. The ALM is responsible for arranging for or overseeing your care and for contracting for services including equipment and supplies not provided by the facility.
- 24. The ALM is responsible for monitoring your health status.
- 25. If you leave the facility for any reason and you have not taken your personal property beyond the days covered by your paid monthly fee, the facility will pack up your belongings and safely store them for 30 days. If the property is not retrieved by you or your responsible party within 30 days of being notified, your property will be disposed of.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT on this _____ day of _____, 202__.

WITNESS: _____

By:[Signature] _____

Atrium Assisted Living

Signature: _____

Printed Name _____

Title _____

Resident or Responsible Party:

Signature: _____

Printed Name: _____

Address: _____

Email Address and Phone#: _____

Addendum to Resident Agreement - Informed Choice

Assisted living was developed to provide our nation's elderly with an alternative choice to nursing homes, placing a priority on quality of life while offering personal care services. While our society has embraced the assisted living concept, each resident, and their family needs to understand that our assisted living residential setting offers both rewards and risks: our quality-of-lifestyle, which allows freedom, autonomy, even privacy is accompanied by inherent risks that are simply part of the aging process and are beyond our control.

The resident and all family members should understand that we are not a nursing home i.e; we do not provide 24-hour skilled nursing care. Nor do our staff members monitor each resident's movements continuously throughout the day. We also do not provide one-on-one care. We provide 24-hour personal care and assistance while striving to encourage resident independence and daily activities. As part of this resident agreement, you and your family members acknowledge that assisted living residents face some inherent risks during their stay in our community, much like they would if they were living with a family member in their home.

Because our community and staff do not provide one-on-one care, nor are residents monitored continuously 24-hours a day, residents are at risk of suffering bodily injury resulting from falls and accidents. Whether your loved one has sustained a previous fall prior to moving in our community or not, you understand that residents can and do fall in the assisted living setting. Falls can occur anywhere. Bones weakened by osteoporosis can break without warning. In some instances, falls require medical attention and even hospitalization; and whether your loved one is living with you or us, the risk of falls and potential injury is common with the aging process. Our community will not make any guarantees that your loved one will not fall.

In our community residents are allowed freedom of movement. Residents, especially those who begin to show signs of confusion, dementia, or early Alzheimer's occasionally wander into a situation, either inside or outside the building, where there is a potential for injury. While this is unlikely, you should understand that it is possible since we do not provide continuous individual monitoring, or one-on-one care the risk of injury. In many cases, a family member is the first to notice changes in their loved ones' mental state. Since the family is an integral part of developing and modifying the plan of care for the resident, if you begin to see signs of cognitive impairment or confusion that has not been detected or diagnosed by their physician, we ask that you notify us to assist in discussing viable alternatives to placing the resident in the most appropriate setting. For those residents who begin to show signs of wandering, we will work with you and the resident's physician to develop the appropriate care and setting needed, realizing the ultimate decision to transfer your loved one to a secured unit, or for you to hire someone to provide one-on-one care, lies with the family. If your loved one begins to show signs of cognitive impairment, yet you make the ultimate decision to not transfer them to a more appropriate setting, you acknowledge and accept the inherent risk of injury from wandering from the community unsupervised.

As our bodies age, skin breakdown, skin tears and bruising are unfortunately a common occurrence. Some residents are prone to skin breakdown due to their medical history. For those residents who are "at risk" for skin breakdown, we will work with the resident,

family and physician to modify their care plan based on the physician's recommendations with the goal of reducing the risk of pressure ulcers. You understand that in many cases we cannot prevent skin breakdown, as this is simply part of the aging process.

For residents who are or become limited in mobility, need assistance with bathing and/or dressing, need assistance in transferring from either bed or chair, has an advanced diabetic diagnosis, or resides in a wheelchair is automatically at risk for falling and skin breakdown. For any resident with these specific diagnosis and conditions, resident and family members acknowledge and accept these inherent risks by choosing our assisted living setting, and will not hold this community responsible for these adverse incidents that are simply part of the aging process and are beyond our control.

Although we will try to prevent it, sometimes a resident's property can be damaged or lost during a stay in our community due to the independence we encourage with all or our residents. An item of clothing might be misplaced. Dentures or hearing aids can be lost or unintentionally thrown away by the resident. While we will work to help residents keep up with these items, we can not be responsible for guaranteeing the safety of a resident's personal property.

Although we have outlined some of the more common risks related to living in any assisted living environment, each resident may be subject to other risks, including an immediate change in condition with negative outcomes, depending on that resident's individual needs and medical condition.

In summary, we want you and your family members to be informed and acknowledge that our assisted living home does not provide complete protection from many sources of risk, as our goal is to promote independence and Quality of Life, not 24-hour skilled nursing care. If you or your loved one desires or needs a higher level of protection than we cannot reasonably provide, you should evaluate the benefits of another setting, whether it be transferring to a dementia wing or skilled nursing facility. By signing this agreement, you acknowledge that The Community has informed you that we do not offer a risk-free environment. You also affirm that you have elected to move to our assisted living home with full awareness of the inherent risks that are beyond our control, as we would not want to deviate from the very definition of assisted living, and the freedom, independence, and privacy you desire.

Atrium Assisted Living personnel reviewed with me the entire Resident Agreement, including this Addendum, and answered all of my questions to my satisfaction, prior to my signing the Resident Agreement and this Addendum.

Signature: _____
Resident or Responsible Party Date

Signature: _____
Atrium Assisted Living Administrator (or designee) Date