

## **Resident Agreement**

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 [Facility's Name] and [Resident's Name].

### **LEVEL OF CARE**

2. [Facility Name] is licensed to provide Level 1 (low), Level 2 (moderate), and Level 3 (high) levels of care. [Indicate which levels, as appropriate.]
3. Based on information provided by your doctor and an assessment performed by this facility, you require a [Indicate Level] 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 Department in order for you to remain here. If the waiver is not granted, we will give you ample notice that you will be discharged, and will assist you in finding an appropriate facility.

### **FEES**

4. The monthly fee for your care at [Name of Facility] is [Amount]. This monthly fee includes the services listed below and as recorded in the Uniform Disclosure Statement. This fee does not include: [Identify things not included in fee, as appropriate]. The facility will give you 45 days advance notice in writing before any increase or change in this fee.

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### **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 healthcare, social services, and social activities
  - f. Reminders or physical assistance to residents who can self-administer medications [and/or administration of medications]

### **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 [describe policy including notice to resident and opportunity for resident's participation in the relocation decision].
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.

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10. This facility follows the following security provisions to ensure your safety and well-being:

[Include any of these as applicable.]

- a. [Alarmed entry and exits]
  - b. [Requirements to notify staff when leaving facility and length of absence]
  - c. [No locks on resident room doors]
  - d. [Any other security measures your facility utilizes]
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 for a hospitalization, vacation, or other reason, the facility will hold your bed, provided: [facility policy on payment for periods of absence including any reduction in fee the facility may provide].
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: [facility's plan for emergencies].
15. [Include, if appropriate: The resident rules of the facility are attached to this agreement and incorporated by reference. By signing this agreement, you have indicated acknowledgment and receipt of the resident rules and agree to abide by these rules.]
16. The following special [admission] and/or [discharge] conditions apply: [Include as necessary].

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### **ADMISSION & DISCHARGE POLICIES**

17. You may be discharged from the facility for the following reasons:
  - a. [Nonpayment of fees]
  - b. [Anything else]
18. 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 emergency, the facility may not be able to give you 30 days notice.
19. If you wish to leave the facility, you are required to give 30 days prior notice of the date you wish to terminate this agreement; however, if you are leaving because of a health emergency, 30 days advance notice is not required.

### **COMPLAINT AND GRIEVANCE PROCEDURES**

20. A copy of the residents' rights is attached and incorporated by reference into this 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's Name], Assisted Living Program Manager 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 ALP manager, you will receive a response to your concern within 5 days. If you are not satisfied with that response or if the ALP manager does not respond to you, you may contact the Assisted Living Complaint Unit at (410) 402-8200 or toll free at 1 (877) 402-8221.

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**MISCELLANEOUS PROVISIONS**

23. [Facility, you, or your responsible party] is responsible for arranging for or overseeing your care and for contracting for services including equipment and supplies not provided by the facility.
24. [Facility, you, or your responsible party] is responsible for monitoring your health status.
25. The facility [will/will not] handle your finances for you if you are unable. [If facility does handle finances, describe policy here.]
26. If for any reason you have not taken your personal property with you upon discharge, the facility will pack up your belongings and safely store them for 30 days. If you or your family has not retrieved them within 30 days of discharge, your property will be disposed of.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT on  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WITNESS:

[NAME OF FACILITY]

By: [SIGNATURE]

Name: [PRINTED NAME]

Title: \_\_\_\_\_

WITNESS:

RESIDENT or RESPONSIBLE PARTY: