

Resident Admission Agreement

The Resident Admission Agreement is a binding legal contract. Please read it carefully before signing to make sure you fully understand its terms and the obligations you are assuming.

This document includes the agreement, which explains the services, charges, rules and regulations understood and agreed upon by Glenwood Springs Harmony House Inc., resident and any other parties involved. Also included are various attached materials, which must be signed by the parties, as indicated.

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Facility Inserts:

Facility Rate Sheet (Charges for services and supplies not included in daily rate)

Section 1: Definitions

Personal Care Home: A personal care home means the home to which the Resident is being or has been admitted, this agreement is for Glenwood Springs Harmony House, Inc.. (aka GWSHH in this document)

Resident: "Resident" means the person being admitted to Glenwood Springs Harmony House, Inc.

Representative: "Representative" means all of the following individuals (and may be the same individual):

Legal Representative: "Legal Representative" means an Attorney-in-Fact, Conservator, or Legal Guardian authorized to act on behalf of the Resident.

Financial Representative: "Financial Representative" means any individual (other than a resident) or organization that has legal access to the Resident's income or resources. There is no requirement to have a Financial Representative under this Agreement.

Appointed Representative: "Appointed Representative" means the person appointed by the Resident or Resident's family to assist the Resident and Facility in decision-making and to be involved in the Resident's care. The Appointed Representative may be referred to as the "Responsible Party" in the Facility's Policies and Procedures.

Attending Physician: "Attending Physician" means the Resident's personal physician or his or her designee.

Substitute Physician: "Substitute Physician" means the doctor who is acting on behalf of the Resident's Attending Physician.

Daily Rate: "Daily Rate" means the routine daily charge for services rendered to Resident by the Facility under the terms of this Agreement. The Daily Rate is subject to change from time to time.

Agreement: "Agreement" or "Admission Agreement" means the Resident Admission Agreement and any attachment hereto.

Assisted Living Director: "Director" means the administrator of the assisted living facility. This individual is responsible for the overall operations of the facility.

Section 2: Rights and Obligations of the Financial Representative

Legal Authority: The Financial Representative has legal access to the Resident's income or resources and shall deliver the documents supporting such authority to the Facility upon admission or as soon as practicable thereafter.

Agreement to Make Payments on Behalf of the Resident: The Financial Representative agrees to pay promptly from the Resident's income or resources all fees and charges for which the Resident is liable under this Agreement. The Financial Representative shall not incur personal financial liability on behalf of the Resident except as the parties may expressly agree.

Requested items: The Financial Representative shall be personally liable for any services or products specifically requested in writing by the Financial Representative to be supplied to the Resident, unless such services or products are covered by a governmental program.

Misappropriation of Funds: In the event that the Financial Representative misappropriates the Resident's income or resources or otherwise illegally transfers assets for purposes of avoiding the Financial Representative's obligation to make payments on behalf of the Resident or for purposes of qualifying the Resident for Medicaid eligibility, the Financial Representative may be liable to the Medicaid agency and/or the Facility for care that should have been paid for from the Resident's income or resources. Such misappropriation of the Resident's income or resources may also result in the imposition of criminal or civil sanctions against the Financial Representative.

Section 3: Financial Agreement

By signing this Agreement, the Resident agrees to pay for services and supplies provided by GWSHH under the terms of this Agreement. All residents pay a nonrefundable month in advance for services.

Private-Pay Resident: The Resident agrees to pay the Facility the daily private rate in effect and all other charges for non-routine services and/or supplies provided.

Determining the Daily Private Pay Rate: The current daily rate is quoted on the facility rate sheet located within this folder. However, this rate may be determined, in part, by the type and location of the Resident's room and/or the level of routine services provided by the Facility and may be modified. This amount and/or charges for additional services and supplies may be increased by the Facility at any time after thirty (30) days written notice is given to the Resident/Representative (or following any notice period required by applicable law, if greater than thirty (30) days.)

Billing in Advance/or Each Month's Routine Services and Supplies: On or before admission to the Facility, each private-pay Resident must pay the Facility an amount equal to one month of daily rate charges (Example: daily rate times 30 days). Each month thereafter, the Resident agrees to pay the next month's daily rate charges in advance, as well as any charges for non-routine services or supplies provided during the previous month.

Section 3 continued

Services Included in Your Daily Private Pay Rate: The daily rate currently in effect is noted on the rate sheet within this folder. In return for payment of the Daily Rate, the Facility will provide the Resident with:

- Healthy Meals and snacks
- Recreational activity programs
- Discharge assistance and planning services
- House meetings
- Family meeting: educational and social
- Daily housekeeping
- Personalized care and supervision
- Bathing, dressing, grooming, transfer and ambulation assistance, toileting and eating.
- Medical record maintenance
- Comfortable environment
- Safeguarding the Resident's rights

Services NOT included in Your Daily Private Pay Rate:

- Special equipment
- Charges for medications
- Guest meals
- Medical supplies
- Therapeutic Diets

The Resident/ Legal Representative may request and may provide Glenwood Springs Harmony House Inc. with nonroutine services and/or supplies. However, the charges not covered by a third party payor (i.e. Medicare, Medicaid, Insurance, etc...) will be charged to the Resident or the Financial Representative.

Glenwood Springs Harmony House will provide, beds, nightstand, linens, towels, and furniture for common areas.

Supplies used for the provision of care, services, and additional costs to monthly statement if needed and not provided by resident:

- Bedside equipment (pitchers, bedpans, elevated toilet seats, etc.)
- Materials and equipment used for incontinence care and management
- Personal care items (soap, toothpaste, mouthwash, Kleenex, etc.)
- Mobility equipment (walkers, wheelchairs, canes, etc)

Pharmacy: All pharmaceuticals will need to be ordered through The Glenwood Springs Downtown Drug store. We are exclusively using Downtown Drug due to the necessity to keep medications from a single source.

Section 4: Additional Financial Issues

Assignment of Benefits: By the execution hereof, Resident/Representative requests and authorizes any third-party payor to pay directly to the Facility for the services and supplies provided to Resident. The Resident/Legal Representative further authorizes the Facility to release to said third-party payor all information concerning treatment or services provided to Resident for which payment is sought hereunder.

Non-covered Medical Services: If the Attending Physician determines that the Resident needs medical services that are not provided by the Facility under this Agreement and/or not covered by the daily rate, these charges shall be the financial responsibility of the Resident/Financial Representative. If the Resident refuses to authorize any of these services, he/she does so at his/her own risk.

Section 5: Payment Policies

Due Date: Residents are required to pay for a full month plus room deposit at the time of admission. When a resident is admitted, they will be required to pay for the upcoming month of service in full. If the resident moves in after the first of the month, the invoice will be prorated to reflect the number of days left in the current month. Within the first month of service, we will submit the next invoice for following month of service. Generally, we will submit your invoice for the future month rent at least two week before an invoice is due. In addition to room rate, any goods, services not included in the daily private pay rate will be included on your invoice.

Late Fees: Any payment not received after the 5th day of the month will accrue an additional fine of \$25.00 everyday until payment is received.

Failure to Pay: The Resident/Representative understands and agrees that the Resident may be discharged from the Facility if the Resident fails to make or arrange to be made any required payment by its due date. Thirty (30) days prior to discharge, the Facility will give the Resident/Representative written notice of the intended date of discharge and place of relocation in accordance with Section 13. The resident/Representative agrees that if the overdue charges are not paid to the Facility by the discharge date, the Resident must vacate the Facility on the date specified in the discharge notice, except as otherwise permitted under state law. After discharge, the Resident will continue to be financially responsible for all costs of relocation, as well as any charges incurred for care received, up to and including the date of discharge. Should it become necessary for the Facility to initiate any action or legal proceeding to obtain payment of any amounts due hereunder, the Facility shall be entitled to recover all costs of collection and reasonable attorneys' fees incurred in connection with the action or legal proceedings, except where prohibited by law.

Section 6: Resident and Family Education and Informed Decision

Glenwood Springs Harmony House Inc. strives to provide care in compliance with the regulatory requirements. The steps included in that provision of care include, but are not limited to, timely assessment, care planning, consistent implementation of the care plan, and timely evaluation of outcomes with care plan revisions as needed. GWSHH strives to do all we can to provide quality care; however, some of the risks to the resident, include, but are not limited to:

- Dehydration
- Weight loss
- Fall/multiple falls with injury
- Depression
- Physical decline in condition
- Theft to personal belongings
- Skin breakdown, bruising and development of pressure ulcers
- Malnutrition
- Patient abuse
- Elopement
- Confusion and dementia
- Loneliness
- Infections
- Patient to patient incidents and accidents
- Death

Resident/Representative understands that should they need additional information regarding any risk associated with the aging/dying process, information is readily available to them by asking the Director. By signing this Agreement, Resident/Representative acknowledges that they have been fully informed of said risks and they understand and are aware of such risks.

Section 7: Facility Resources and Family Members' Rights and Responsibilities

Glenwood Springs Harmony House, Inc. does not provide one-on-one, twenty-four hour nursing care that may be available in other settings, such as a hospital. Glenwood Springs Harmony House, Inc. seeks to provide appropriate staff at levels based upon an assessment of each resident in an effort to meet the needs of the resident;

Resident/Representative agrees that their participation in the care at Glenwood Springs Harmony House Inc. is critical to the care of the Resident in the home. As part of that participation, Resident/Representative has provided the names, addresses and telephone numbers of all family members of the Resident to include parents, siblings, and children. Representative not only agrees to be the Representative to the Resident, but agrees to be responsible for communicating to the other family members and to encourage their involvement in the care of the Resident at Glenwood Springs Harmony House Inc.

Resident/Representative agree that the Facility has explained that while the Facility will do all it can to assist the Resident, Representative and family members during this emotional and difficult time, the family members behavior can either help or hinder the Resident's care. The Facility understands that placing a loved one in an assisted living home is an emotional and difficult time for family members. The Facility is earnest in its desire to assist family members during this emotional and challenging time; with this in mind, and with the interest of the Resident being paramount, it is important for the Resident/Representative to understand and acknowledge the value of approaching and responding to other residents and caregivers within the Facility in a positive and courteous manner. It may be necessary to ask family members who choose to act in a disruptive or harsh manner toward residents and caregivers to leave the Facility as a way of protecting the residents and encouraging the uninterrupted delivery of care to them.

Section 7 continued

Examples of disruptive behavior include, but are not limited to, behavior perceived as threatening to the staff and other residents, outward display of physical aggression, and the use of vulgar and obscene language.

Resident/Representative agrees that they have further been informed that the Resident has the right to direct his/her own care until such time as the Resident has been declared incompetent and someone is appointed to make such decisions. Resident/Representative agrees that the Resident or family members' decisions regarding care can negatively impact the Resident's condition, thereby advancing the aging process and the development of debilitating and life-ending conditions. These care decisions, which are part of each Resident's rights to decide include, but are not limited to:

- Resident's refusal to eat;
- Resident's refusal to take in liquids;
- Resident's refusal to be restrained;
- Resident's decision to be restrained;
- Resident's refusal to follow appropriate and prescribed diet;
- Resident's decision to drink alcohol to excess;
- Resident's decision to smoke or use tobacco;
- Resident's refusal to be repositioned;
- Resident's decision to use certain medication

Resident/Representative agrees to participate actively in the care provided to Resident in the Facility which participation shall include attending care conferences, encouraging the Resident to comply with all physician orders and the care plan, to notify promptly the Director, regarding any concerns of the care that is being provided to the Resident within the home. Resident/Representative further understands and agrees that if they believe that the Resident is not receiving the level of care which meets their expectation, the Resident/Representative has the right to either pay for additional care through the use of private-duty personnel or to remove the Resident from the Facility and place the Resident in another health care setting, which the Resident/Representative believes would be more suitable to the Resident's needs.

Section 8: Consent for Treatment

Medical Services: By the execution hereof, Resident/Representative acknowledges that Resident shall be under the care and treatment of an Attending Physician while residing at GWSHH. All services provided by the home will be in accordance with the general and specific instructions of such Attending Physician. The Resident/Legal Representative may choose any physician licensed in Colorado operates as his Attending Physician, as long as the Attending Physician agrees to follow and abide by the rules, policies, and procedures of the Facility and by the applicable state and federal laws and regulations. The Resident/Legal Representative understands and acknowledges that the Attending Physician is not acting as an employee or agent of the home when providing clinical care to individual residents and that GWSHH is neither liable nor responsible for the acts or omissions of the Attending Physician.

Section 8 continued

The Resident/Legal Representative also consents to emergency care provided by the Facility under the direction and instruction of the Attending Physician.

Restraint-Free Policy: The goal of the Glenwood Springs Harmony House strives for a physical restraint-free environment, and processes are implemented to pursue this aspiration. These processes recognize and protect the Resident's rights and ensure, when used, that restraints are safe and appropriate. Residents have a right to live without the fear of restraint, and as caregivers, our house must make every attempt to provide effective alternatives.

Grievances: Residents have the right to express their complaints and dissatisfactions without fear of reprisal. They also have the right to ask the Manager, the Resident Council, and/or the Board of Directors/Owner to assist in resolving a problem. Residents will be encouraged to play an active role in bringing about the desired change or resolution to a problem. See attached grievance policy.

Section 9: Resident Records

Confidentiality: Glenwood Springs Harmony House Inc. keeps a record of the health care services the home provides the resident. Information contained in the Resident's records is confidential, except as required to be disclosed under applicable law.

Consent to Disclose: The Facility will not disclose contents of the resident's records to any other party without the express written permission of the Resident/Legal Representative, except as required by law. The Resident/Legal Representative may authorize disclosure by completing and signing a document evidencing such.

Section 10: Rules and Regulations

Resident's Responsibilities: The Resident/Representative agrees to comply with all then-current rules, regulations, policies, and procedures of the Facility. The Facility may change these in its sole discretion, and will notify the Resident/Representative of any changes to these responsibilities as required by law. A copy of the House rules is posted in the commons area. A copy is included in this admission packet.

Smoking: The Resident/Representative understands and agrees that the Resident will refrain from smoking while in Glenwood Springs Harmony House Inc. The Resident/Representative understands and agrees that smoking is never permitted in Resident rooms nor any other areas not specifically designated as a "smoking permitted" area of the home. The Resident/Representative also understands and agrees that the Facility may impose additional smoking procedures and/or restrictions to protect the health and safety of Residents and others or as required by law. A violation of the Facility's smoking policies may result in the involuntary discharge of the Resident if this violation endangers the health or safety of others in the Facility.

Section 10 continued

Appliances/Electrical Equipment: Due to fire and other safety concerns, the Resident/Representative agrees that appliances of any kind cannot be brought into or used within the house without the prior permission of the Director. The director must thoroughly check and tag all electrical equipment. If injury or damage results from the Resident's use or misuse of any appliance while in the Facility, the Resident/Financial Representative shall be held financially responsible.

Section 11: Resident Rights

Bill of Rights: All Residents of the Facility are granted a federal statutory Bill of Rights. The following outlines these rights. By signing the Resident Admission Agreement Acknowledgement, the Resident/Representative acknowledges that he/she has received a copy of these Resident's Rights.

1. The right to be treated with respect and dignity
2. The right to privacy
3. The right not to be isolated or kept apart from other residents.
4. The right not to be sexually, verbally, physically, emotionally abused, humiliated, intimidated or punished.
5. The right to be free from neglect
6. The right to be free from involuntary confinement, or financial exploitation and to be free from physical or chemical restraints.
7. The right to full use of the common areas, in compliance with documented house rules
8. The right to voice grievances and recommend changes in policies and services.
9. The right to communicate privately including but not limited to communication by mail or telephone with anyone.
10. The right to reasonable use of the telephone, in accordance with the house rules, which include access to operator assistance for placing collect telephone calls. At least one telephone accessible to residents utilizing an auxiliary aid shall be available if the house is occupied by one or more residents utilizing such an aide.
11. The Resident has the right to have visitors, in accordance with the house rules, including privacy during such visits.
12. The right to make visits outside the facility in which case the administrator and the resident shall share responsibility for communication with respect to scheduling
13. The Resident may approve or refuse the release of personal and clinical records to any individual outside the Facility except when:
 - The Resident is transferred to a healthcare institution.
 - Record release is required by law or third party payment contract.
14. The right to make decisions and choices regarding their care and treatment, in the management of personal affairs, funds, and property in accordance with abilities.
15. The right to expect the corporation of the facility in achieving the maximum degree of benefit from those services which are made available by the facility
16. The right to exercise choice in attending and participating in religious activities.
17. The Resident has a right to be reimbursed at an appropriate rate for work preformed on the property for the benefit of the administrator, staff, or other residents in accordance with the resident's care plan.

Section 11 continued

18. The Resident has a right to 30 day's written notice of changes in services provided by the facility, including but not limited to changes in charges for any or all services.
Exceptions to this notice are:
 - Changes in resident's medical acuity that result in documented decline in condition and that constitute an increase in care necessary to protect the health and safety of the resident;
and
 - Requests by the resident or the family for additional services to be added to the care plan.
19. The Resident has a right to outside advocates, including members of community organizations whose purposes include rendering assistance to the residents
20. The Resident has the right wear clothing of choice unless indicated in the resident's care plan and in accordance with reasonable house rules.
21. The Resident has the right to choose to participate in social activities, in accordance with board and care plan.
22. The right to receive services in accordance with the residential agreement and care plan.

Section 12: Resident Funds, Valuables and Possessions

Resident's Personal Funds: Glenwood Springs Harmony House is not responsible for any holding of personal funds for our residents.

Resident's Valuables and Possessions: Glenwood Springs Harmony House Inc. discourages the keeping of valuable jewelry, papers, large sums of money, or other items considered to be of value in the house. The Glenwood Springs Harmony House Inc. will make reasonable effort to safeguard the Resident's property / valuables, which the Resident/Representative chooses to keep in Resident's possession but cannot guarantee that items will not be lost or taken. Glenwood Springs Harmony House does not do an inventory of personal belongings.

Resident's Personal Property upon Discharge: The Facility will attempt to reasonably safeguard the Resident's non-monetary personal property and belongings left in the Facility, to the extent required by law. The Facility will dispose of any non-monetary personal property and belongings that remain unclaimed fourteen (14) days after Resident's discharge from the facility.

Section 13: Transfer and Discharge Rights

Transfer to Hospital: If the Resident's Attending Physician orders medical services or treatments for the Resident, which is unavailable in the Facility, the Resident may be transferred to the hospital. The Resident/Legal Representative has the right to refuse this transfer if permitted by law.

Voluntary Transfer or Discharge from the Facility: The Resident/Representative may terminate this Agreement and voluntarily discharge at anytime. However, the Resident/Representative understands and agrees that the Resident is legally obligated to pay any balance due to the Facility for services provided up to and including as applicable the date on which the Resident leaves though the end current billing month. Residents are responsible for payment 1 month in advance, each monthly payment is nonrefundable if the resident terminated contract during that month.

Involuntary Transfer or Discharge from the Facility: The Facility may involuntarily transfer or discharge the Resident from the Facility for the reasons noted below:

1. The transfer or discharge is necessary for the Resident's welfare and the Residents care needs cannot adequately be met at Glenwood Springs Harmony House Inc.
2. The Resident no longer requires services provided by Glenwood Springs Harmony House Inc. because the Resident's health has improved sufficiently.
3. After reasonable and adequate notice, the Resident has either failed to pay or failed to arrange for a third party to pay charges incurred during the Resident's stay at the Facility.
4. Resident's continued stay in the Facility endangers the health or safety of Resident or others in the Facility.
5. The Facility is no longer certified to provide services to Medicare or Medicaid beneficiaries and the Resident fails to or is unable to pay privately for the charges incurred.
6. The Facility ceases to operate, in this case all security deposits will be reimbursed for closure without notice.

The Facility will notify the Resident/Representative at least thirty (30) days in advance of any involuntary transfer or discharge. This notice will be in writing and will state the reason for the transfer or discharge; the effective date of the transfer or discharge; the location to which the Resident is being transferred or discharged; a statement that the Resident has the right to appeal the action to the State; and the name, address, and telephone number of the State long term care Ombudsman of the appropriate State agency.

Right to Appeal Involuntary Transfer or Discharge: If the Resident is involuntarily transferred or discharged, the Facility will notify the Resident/Representative of the Resident's right to appeal the discharge under state and federal law.

Exceptions to Advanced Written Notice Policy: This thirty (30) day advance notice is not required in any case in which:

1. The health or safety of an individual or individuals in the Facility is endangered by the Resident's continued stay in the Facility.
2. A more immediate transfer or discharge is required by the Resident's urgent medical needs.
3. The Resident has resided in the Facility for less than thirty (30) days.
4. The Resident no longer requires services provided by the Facility because the Resident's health has improved sufficiently.

In the above cases, the Facility will attempt to give the Resident/Representative as much advance notice of transfer or discharge as is practical.

Section 14: Bed Holds

At the time the Resident is to leave the Facility for a temporary stay in a hospital or for therapeutic leave, (or within 24 hours in case of an emergency transfer) the Resident/Legal Representative will be given a written copy of the Bed Hold Policy and may elect to hold open the Resident's room and bed until the Resident returns. At this time, the Resident/Legal Representative will indicate in writing whether the Resident desires or declines the bed hold.

Situations When the Bed May Not Be Held: The Facility will not be required to hold the Resident's bed if:

- The Resident/Legal Representative fails to request the bed hold according to the above procedure.
- Upon the discharge from the hospital, the Resident requires a higher level of care than can be provided by the Facility.
- The bed hold period expires and the Resident/Representative does not extend the bed hold using the above procedure.

Charges for Bed Hold: Private-pay Residents will be charged a basic room charge of \$215.00 per day for each day of the bed hold.

Section 15: Authorization for Photographs and Memory Boards

The Resident/Legal Representative shall provide consent for Glenwood Springs Harmony House to photograph or videotape the Resident as a means of identification in case of emergency or for health-related purposes. This permission could also include photography for holiday activities, memory boards, cue boxes, and resident of the month. The photograph or videotape will be kept confidential, and advance written permission must be obtained from the Resident/Legal Representative if used for purposes other than those stated above. The Resident/Legal Representative authorizes the Facility to display a written summary within the Facility about the Resident's life history, hobbies, and/or personal information to provide Resident cueing and enhanced quality of life.

Section 16: Pharmacy Authorization

The Resident/Financial Representative understands the Resident will be directly billed by Downtown Drug pharmacy designated on the Resident Admission Agreement Acknowledgment, and will pay all charges for medications and/or equipment ordered by the Resident's Attending Physician or his or her designee, unless the medication charges are covered by private insurance or Medicare, Medicaid, Veteran's Administration contract, or other payor sources. If covered by private insurance, the Resident/Financial Representative agrees to request and authorize payment directly to the pharmacy.

Section 17: Grievances

Residents/Representatives are urged to bring any grievance concerning the Facility to the attention of Glenwood Springs Harmony House Director, Owners, State Licensing Agency or Ombudsman.

Section 18: Non-discrimination Statement

The Facility complies with all federal and state civil rights and non-discrimination laws, rules and regulations. Residents are admitted without regard to age, disability, race, color, national origin, religion, sex, or payor source.

Section 19: Miscellaneous

Transportation: The following type of Transportation will be included in monthly services provided to residents:

- Regularly Scheduled Transportation to group activities
- Special Request Transportation when staff is available to transport.
- Special Event Transportation when staff is available to transport
- Doctor appointments

This Agreement, including any attached materials, is the complete Agreement between Glenwood Springs Harmony House Inc. and Resident/Legal Representative. If changes in state or federal law result in changes to any portion of this Agreement, the Resident/Representative will be provided an amendment to this Agreement identifying those changes which the Resident/Representative will be required to sign, as appropriate. This Agreement will be governed by and in accordance with the laws of the United States of America and the State of Colorado.

Name / Legal Representative

Date

Addendum to Agreement

1. Care Plan
2. House Rules

Disclosure Information: The following has been provided and reviewed:

- A. I have been provide the opportunity to review the policies and Procedures
- B. I have been informed of the Discharge Policy
- C. I have received the monthly Activities Calendar
- D. I have been informed that GWSHH is has a sprinkler system, and the facility has 24-hour alarm monitoring.
- E. The current staff consists of: Staff Ratio will be 1:4 and will consist of
 - RN on site 36 hours/week
 - CNA on site 96 hours/week
 - Personal Care Provider on site 36 hours/week
 - All persons administering medications will be qualified medication administration provide
 - First aid certified staff on site 24 hours per day
- F. I have received a copy of the Grievance Policy and procedures
- G. Our staff do not perform CPR

Facility Inserts:

Facility Rate Sheet (Charges for services and supplies not included in daily rate)

This Agreement will be governed by and in accordance with the laws of the United States of America and the State of Colorado. I have been provided with the Addendum materials and understand the disclosures.

Name / Legal Representative

Date

Rates

Tranquility Suites

\$215 nightly

Zen, Peace & Harmony

\$165 nightly