



THE TERRACES AT SKYLINE

ASSISTED LIVING RESIDENCY AGREEMENT

This Agreement is entered into this _____ day of _____, 20____, between FH, LLC, a Washington not-for-profit corporation, doing business as The Terraces at Skyline (herein referred to as “The Terraces”) and located at 715 – 9th Avenue, Seattle, WA 98104 (Provider), and, _____ (“Resident”).

WHEREAS, the Provider operates a Continuing Care Retirement Community, known as Skyline at First Hill, the Provider intends to operate a licensed Boarding Home known as The Terraces at Skyline; and

WHEREAS, the Resident wishes to reside at The Terraces at Skyline,

NOW, THEREFORE, the Resident and the Provider do hereby mutually agree as follows:

I. BASIC SERVICES AND FACILITIES INCLUDED WITH APARTMENT OCCUPANCY

In consideration of the Monthly Fee the Provider will provide Resident with the following Basic Services and facilities under this Agreement. The following Basic Services and access to facilities are included in the Monthly Fee:

- A. Apartment.** The Provider will provide the Resident with an unfurnished apartment (“Apartment”) in The Terraces. The Apartment will be equipped with mini-blinds, carpeted living room and bedroom with a vinyl floor bathroom. It will also have a kitchenette that includes a refrigerator and microwave oven. The Apartment and fixed equipment will remain the property of the Provider. Resident is responsible for furnishing the Apartment and for all supplies, linens, clothing and similar items needed for daily living. Resident is responsible to maintain and insure all of his/her own property.

B. Common Areas. The living accommodations provided with the Monthly Fee include the right to use the areas dedicated to The Terraces including the Dining Room, Living Room, Fitness and Activity Room.

C. Services. Provider will provide the following services and amenities, included for the Monthly Fee unless otherwise specified:

1. Food Service. Breakfast, lunch and dinner for Resident will be served on a daily basis in The Terraces' dining room located on the 5th floor. Additional meals for guests of Resident will be available for purchase. If the Resident is absent from The Terraces for more than fourteen (14) consecutive days, Resident will receive a meal credit allowance in conformance with Provider's assisted living meal credit policy, provided Resident gives the Provider written notice of the intended absences at least ten (10) days in advance. For health-related absences of more than seven (7) consecutive days, Resident will receive meal credit and no prior notice is required, provided that Resident notifies the Provider as soon as possible thereafter.

2. Housekeeping and Laundry. Housekeeping and flat laundry service (sheets, pillowcases, and towels) will be provided on a weekly basis. Laundry facilities will be available on the 9th, 11th, and 13th floor for your use and personal laundry services may be arranged for an additional fee. Resident may provide his/her own linens.

3. Security and 24-Hour Call System. Each Apartment will be equipped with smoke detectors, a sprinkler system and a 24-hour call system. Provider will monitor the 24-hour call system and coordinate appropriate additional assistance when needed.

4. Maintenance. Provider will maintain all common areas and exterior and will be responsible for providing repair, maintenance, and

replacement of Provider's furnishings in the Apartment, unless damaged by the Resident.

5. **Transportation.** Provider will make available unescorted, local transportation to designated shopping, medical facilities, and other local destinations on a regularly scheduled basis. Provider will also assist in arranging unescorted transportation to Resident's scheduled medical appointments within the local area that may not coincide with regularly scheduled transportation.

6. **Social and Recreational Programs.** Provider will provide a variety of social, therapeutic, recreational, educational, and cultural programs for those residents who wish to participate, as the Provider may deem appropriate.

7. **Cable Television.** Basic cable television will be provided in the Apartment. Premium cable services are available through the local cable provider at the expense of Resident.

8. **Utilities.** The cost of water, sewer, and electricity for the Apartment are included in the Monthly Fee.

9. **Telephone and Internet.** The Resident is responsible for payment of installation and monthly service charges for telephone and Internet services.

II. Assisted Living Services. The Terraces is for Residents who need minimal assistance and supervision with their activities of daily living and whose overall health status is stable and predictable. Health Services are provided in compliance with the State licensing standards for Boarding Homes and in accordance with the Resident's Service Plan. Services provided may change with revisions to state or federal laws and regulations.

A. Health Assessments.

Resident assessments will be conducted within 30 days prior to admission by licensed staff and the Assisted Living Manager. The assessments will compare the level of services needed by Resident with Provider's Disclosure of Services. If Resident requires services beyond Provider's disclosed level of services, Resident will not be admitted to or retained at The Terraces

B. Points – Fees.

The Resident Assessment will be used to identify a Care Points value. A fee per Care Point will be added to your Monthly Fee. The Care Point fee may increase or decrease based on quarterly assessments or upon significant changes in condition.

Resident may elect to use outside resources for their care and services or in conjunction with the Provider's Assisted Living staff. The use of outside resources will not diminish the level of assessed care points and the associated fees.

C. Negotiated Service Agreement.

Prior to admission and based on the Resident Assessment, The Terraces and Resident will develop a Negotiated Service Agreement that will identify the scope of services being provided along with any mutual responsibilities to facilitate services. Any new Resident Assessment may result in a change in the Negotiated Service Agreement.

D. Medications. The following options are available:

1. Self-medication. Residents wishing to self-medicate must demonstrate the ability to identify the medication, dispense the correct dosage, describe the purpose and side effects of the medications and identify the correct time of day. The attending physician must agree that the Resident is capable of self-administration and provide an order stating such.

2. Administration by a Licensed Nurse. A licensed nurse may administer routine medications, with the exception of intravenous medications. A physician's order is required for both prescription and non-prescription medications including all medicated substances, whether oral, topical, inhalant or injectable.

3. Medication Ordering and Storage. Residents who self-administer medications may keep the medications in the Apartment. It is required that all medications be secured by at least one lock. This lock may be the door

to the corridor, a locked drawer, or a locked medication cabinet. All narcotic medications must be kept under double lock at all times. Any questions about whether a medication is a narcotic may be directed to the licensed nurse. The medications for Residents who require supervision, assistance, or the administration of medications shall be kept in a central medication room.

III. APPLICATION AND ACCEPTANCE FOR ASSISTED LIVING ADMISSION

The obligations of Provider to provide services and facilities hereunder are conditioned upon acceptance of Resident for admission to The Terraces in accordance with this Section III. The decision to accept Resident for admission to The Terraces will be within the sole discretion of Provider.

A. Requirements of Acceptance for Admission.

1. **Resident Data Profile.** Resident will complete and submit the Resident Data Profile prior to execution of this Agreement. Resident hereby certifies to Provider that all information reflected on the Resident Data Profile, including all personal financial data and statements of health, is complete and accurate. This information is incorporated by reference and made a part of this Agreement,

2. **History and Physical.** Within thirty (30) days prior to occupancy, Resident is required to have a physical examination by a licensed physician. The physician will be asked to complete a History and Physical form. Resident or Resident's legal representative will be responsible for selecting Resident's personal physician and for scheduling Resident's medical appointments. Resident's physician must be duly licensed and actively practicing in the State of Washington. If Resident does not have a personal physician, Provider will assist the Resident in contacting a medical referral service.

3. **Admission Evaluations.** Prior to admission, a representative of Provider will conduct an evaluation of Resident's health, functional and cognitive status to determine Resident's particular needs and the ability of The Terraces to meet those needs.

4. **Interview.** A representative of The Terraces will interview Resident in person.

5. **The Terraces Review.** All of the aforementioned reports will be completed by Resident and reviewed by Provider to determine that all of the following are satisfied:
 - a. The status of Resident's health does not present a threat to the health or safety of other residents or staff;

 - b. Resident's health needs do not exceed the level of services identified in Provider's Disclosure of Services;

 - c. Resident's health needs do not exceed the admission or retention standards described in the Washington Boarding Home code;

 - d. The Resident has sufficient financial resources to satisfy Resident's financial obligations; and

 - e. Providing care for the Resident will not adversely affect the financial viability of The Terraces.

 - f. These admissions standards may be modified from time to time at the sole discretion of The Terraces. Changes will be described in the Disclosure of Services.

6. Notification of Decision. Within thirty (30) days of Resident's satisfaction of all of the requirements set forth in Section A, Provider will notify Resident of Provider's decision concerning acceptance for admission to The Terraces. In the event Resident is not accepted for residency at The Terraces any Reservation Payment will be refunded within ten (10) days of the date of the written notification to Resident of non-acceptance for admission, and the parties will have no further obligations to one another under this Agreement.

B. Acceptance for Admission Conditional Upon No Material Changes Prior to Occupancy. Resident's acceptance for admission to The Terraces is conditioned upon there being no material change in the matters covered by the Resident Data Profile, the Physician's History and Physical and the Pre-Admission Assessment prior to Resident's occupancy. In the event of any such material change prior to occupancy, Provider may request additional information, tests, or examinations to be provided or performed at Resident's expense. Provider may terminate this Agreement prior to occupancy if Resident no longer meets the health standards contemplated by this Agreement.

C. Duty of Resident to Notify Provider. Resident acknowledges and agrees that Provider has relied upon all of the information contained in the Resident Data Profile and intends to rely on the information contained in the History and Physical and the Pre-Admission Evaluations to make its decision regarding Resident's acceptance for admission to The Terraces. Any misrepresentation or omission by Resident will render this Agreement null and void. Resident agrees to notify Provider prior to occupancy of any material change in any of the matters covered by, or reflected on, the Resident Data Profile, History and Physical and the Pre-Admission Evaluations.

IV. RESIDENT RULES AND REGULATIONS

Resident agrees to abide by the responsibilities outlined within the Resident Handbook that govern individual Resident relationships in the Community, with other Residents and with employees. The Resident Handbook may be modified from time-to-time as the Provider may determine without prior notice except as may be required by law. The Resident Handbook is intended to provide the Resident with information concerning his/her responsibilities to the community. Questions concerning the Resident's responsibilities should be directed to the Assisted Living Manager.

Notification of Changes. Resident agrees to notify the licensed nurse on duty when:

- Health conditions change;
- Visits are made to a physician, dentist, laboratory, or other health care provider;
- Medication is changed by the physician, either prescription or over-the-counter; or
- Resident purchases or receives any new medicated substances, including but not limited to those taken by mouth, medicated ointments or creams, inhaled medications, enemas, laxatives, vitamins and minerals, or herbal remedies.

V. MONTHLY FEES

Resident has selected and will reside in Apartment # _____.

The current Monthly Fee, due in advance of occupancy, is \$ _____.

The Monthly Fee for a second person in the apartments is \$ _____.

Care Points, based on the initial assessment, for the first person are _____.

Care Points, based on the initial assessment, for the second person are _____.

The Care Point Fee is \$ _____ per point.

If this Apartment is occupied for less than a full month Resident agrees to pay a daily rate amount of the Basic Monthly Fee and Care Point fee based on the number of days the Agreement is in effect over the total number of days in that calendar month.

If Care Fee services begin or are changed during a month, Resident agrees to pay the pro-rata amount of the Care Fee based on the number of days the assessed points are in effect over the total number of days in that calendar month.

Provider reserves the right to assess a late fee of 1% per month on outstanding balances if the Basic Monthly Fee and Care Fees are not paid in full on or before the fifteenth (15th) day of the calendar month in which they are due.

A. Adjustments. The amount of the Monthly Fee may be adjusted at any time and from time to time upon thirty (30) days prior written notice by the Provider to the Resident.

B. Miscellaneous Additional Charges. Optional additional services are available to Resident on a fee-for-service basis as set forth in Exhibit C of this Agreement. Fees for these and other additional services may be changed without prior notice at the Provider's sole discretion.

C. Ancillary Charges. Resident is responsible for all physician charges, emergency transportation, medicines, medical supplies, personal care items, private duty caregivers, dental care, therapeutic services, eyeglasses, hearing aids, wheelchairs and other ancillary items as Resident may require. Some services and/or supplies may be eligible for reimbursement from the Medicare program, based on the Resident's benefit plan.

D. Additional Charges. Additional charges shall be included on your monthly bill following the month in which they are incurred.

VI. TERM/TERMINATION

A. Term. The term of this Agreement will begin on the date this Agreement is executed and will remain in effect until terminated as provided in this Section VI. If two Residents reside in the Apartment and this Agreement is terminated for one of the Residents as provided in this Section VI, this Agreement shall remain in legal force and effect for the other resident except that the Monthly Fee shall be adjusted to reflect the single occupancy rate then in effect for the Apartment.

B. Termination by the Resident. The Resident may terminate this Agreement upon thirty (30) days prior written notice of termination to the Provider.

In the event of death of the Resident or if the Resident's health condition necessitates the Resident's permanent transfer from The Terraces as based on the health standards contemplated by this Agreement or as mandated by the Provider's licensure, this Agreement shall be terminated at the end of the month in which that event occurs, provided that the Resident or the estate of the Resident removes all personal belongings of the Resident. Until all property is removed, the Resident or the estate of the Resident shall be responsible for the Monthly Fee and all other amounts that might be due

under this Agreement, less average raw food cost and Care Points, as reasonably determined by Provider.

C. Termination by Provider.

Provider will have the right to terminate this Agreement if any of the following circumstances occur:

1. Transfer or discharge is necessary for Resident's welfare and Resident's health needs cannot be met by The Terraces;
2. The safety of individuals including other residents and staff at The Terraces is endangered;
3. The health of individuals, including other residents and staff at The Terraces, would otherwise be endangered;
4. Resident has failed to make the required payment for his or her stay;
or
5. The Terraces at Skyline ceases to operate.

A written notice of transfer or discharge meeting the requirements consistent with the Washington State Boarding Home regulations will be provided to Resident.

D. TEMPORARY TRANSFER OF RESIDENT

Should the Resident be transferred from The Terraces and if the transfer is temporary and the Resident intends to return to The Terraces as determined under the following paragraph, the Resident's Apartment shall continue to be held for the resident by the Provider on request of the Resident or legal representative. While absent, the Resident is responsible for payment of the Monthly Fee and any other monies that might be due under this Agreement, less Care Point fees and less a meal credit allowance, in conformance with the Provider's assisted living meal credit policy for absences of more than seven (7)

consecutive days. In the event the transfer is subsequently deemed permanent, Section VI shall apply.

To the extent possible, in consultation with the Resident, his/her legal representative and the attending physician, the Provider shall have the right to determine whether the Resident is unable to maintain Assisted Living care status. If the Resident should be transferred to another facility and any such transfer is temporary, the Provider shall determine if the Resident shall return to The Terraces within a time period that makes it feasible to hold his/her Apartment. The final decision concerning residency is within the judgment of the Provider and may be based on the Provider's ability to meet the needs of the Resident as mandated by its licensure.

E. MISCELLANEOUS

A. No Property Interest. This Agreement grants Resident the right to reside in the Apartment and to receive the services described in this Agreement for the term of this Agreement, subject to the terms and conditions contained herein. This Agreement is not a lease and it does not create or transfer to Resident any tenancy or possessory interest in Provider's property.

B. Resident Use. Resident may use the Apartment for residential purposes only. No one other than Resident may reside in the Apartment unless otherwise agreed to by Provider.

C. Alterations. Resident may request permission to make cosmetic alterations to the Apartment (such as paint color) but no such alterations will be made without Provider's prior approval set forth in writing in a separate addendum to this Agreement signed by both parties, which approval may be withheld by Provider at its sole discretion. Any approved alterations must be performed at Resident's expense by Provider's employees or agents or by a contractor approved by Provider. All alterations made pursuant to this provision shall become the Provider's property without any compensation being due to the Resident.

- D. Right of Entry.** Provider will first attempt to obtain Resident's permission to enter Resident's Apartment. Notwithstanding the foregoing, Resident acknowledges that Provider's employees and agents may enter Resident's Apartment at any time to provide services, repairs, maintenance, alterations, pest control and inspection, or in the event of a perceived medical or other emergency.
- E. Responsibility and Liability for Personal Property.** While Provider provides certain security services under this Agreement, Resident recognizes that no security system can guarantee total protection. Provider is not responsible for damage or loss to Resident's personal property caused by fire, flooding, leaking of water, bursting of pipes, theft or any other cause. Resident is responsible for any personal injury or property loss or damage suffered because of negligent or willful acts of Resident or Resident's guests. Provider strongly encourages Resident to obtain personal property insurance, and to insure against liability for property damage or loss and personal injury.
- F. Indemnification for Negligence.** Resident will indemnify and hold the Provider harmless for any loss, damage, or expense incurred by Provider, its employees or agents as a result of an act or omission by Resident or Resident's agents or guests.
- G. Guests.** Occupancy of Resident's Apartment is limited to Resident. Resident is responsible for the conduct of Resident's guests and agents and for payment of any charges incurred by them. Resident's guests may utilize the common areas when accompanied by Resident.
- H. Damage to Apartment.** If Resident's Apartment is damaged by fire, flood, storm or other casualty or cause, Provider will have the right to terminate this Agreement by written notice pursuant to Section VI.B. of this Agreement. If Provider elects not to terminate this Agreement, Provider will at its expense, proceed to repair and restore the Apartment to substantially its original condition. If the Apartment cannot be occupied during repairs, Resident may be relocated to any other apartment at The Terraces at Provider's discretion.

- I. **Binding Effect.** This Agreement is binding on Provider's successors and assigns and on Resident's estate, heirs and personal representatives. The provisions of this Agreement are not assignable or transferable in whole or in part by Resident and Resident has no right to sublet the Apartment. If there is more than one person named as "Resident" in this Agreement, then their obligations are joint, several and solidary.
- J. **Severability.** Each provision of this Agreement will be deemed separate from each other provision and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the balance of this Agreement.
- K. **Nondiscrimination.** Provider operates on a nondiscriminatory basis and provides the facilities and services described in this Agreement to individuals regardless of race, religion, national origin, sex, age, disability, marital status.
- L. **Notices.** Any notice given by Resident should be in writing and mailed or delivered to Provider. Any notice given by Provider will be in writing and mailed or delivered to Resident's Apartment or to such other address as Resident may designate in writing
- M. **Entire Agreement.** This Agreement and the exhibits constitute the entire agreement between the parties with respect to this subject matter and supersede any and all other agreements excluding the Skyline at First Hill Life Care Agreement, either in writing or oral, with respect to this subject matter.
- N. **Governing Law.** The laws of the State of Washington will govern this Agreement.
- O. **Amendment and Waiver.** No change or modification of any part of this Agreement, including this provision, will be valid unless it will be in writing and signed by Resident and Provider. No waiver of any provision of this

Agreement will be valid unless in writing and signed by the person having given the waiver.

P. No Third Party Rights. This Agreement is intended solely for the benefit of the parties, and it is not intended to create any rights in any other person or entity.

Q. Regulatory Requirements. Provider is subject to certain regulatory requirements that currently exist and may be modified from time to time in the future. To the extent mandated by law, those regulatory requirements will supersede any contrary provision in this Agreement. In addition, various exhibits are attached hereto and made a part hereof in conformity with current licensing requirements, including a listing of the Resident's Bill of Rights and the Resident Handbook. These exhibits may be modified and updated from time to time.

R. Subordination. Resident's rights under this Agreement will be subordinate to any mortgage, security interest, pledge or other lien that now or hereafter may encumber all or any part of Provider's assets. Resident agrees to execute, acknowledge, and deliver any subordination agreements as any lender or future lender may reasonably require to establish the priority of its lien.

VIII. ACKNOWLEDGEMENT OF RECEIPT OF EXHIBITS

Resident hereby acknowledges that Provider has provided Resident and/or Provider's legal representative the following exhibits and Resident and/or Resident's legal representative have read and understand to their satisfaction the following exhibits:

Exhibit	Description
Exhibit A	Resident Handbook
Exhibit B	Resident Bill of Rights

Exhibit C	Optional Services Fee Schedule
Exhibit D	Policy Relating to Self- Determination
Exhibit E	Notice of Privacy Information Practices
Exhibit F	Acknowledgement of Receipt of Notice of Privacy Practices
Exhibit G	Disclosure of Services

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year first above written.

Representative of The Terraces

Printed Name: _____

Signature: _____

Title: _____

Resident or Legal Representative

Printed Name: _____

Signature: _____

EXHIBIT A...RESIDENT HANDBOOK

EXHIBIT B

RESIDENT'S BILL OF RIGHTS

The following is a summary of the rights of individuals living in licensed Boarding Homes in the state of Washington. This summary is based upon rights specified in chapter 70.129 RCW. Individuals residing in these facilities have additional rights in other state and federal laws, regulations and constitutions.

Each resident and resident representative must be informed both orally and in writing, in a language they understand, of his/her rights, the rules and regulations governing his/her conduct in the Community, and the rules of operation of the Community.

General Rights: *Each resident and legal representative has a right to:*

- continue to enjoy his/her basic civil and legal rights and not be requested to waive any of those rights or the rights under this law;
 - receive care in a safe, clean comfortable and homelike environment;
 - care which promotes, maintains or enhances respect for individuals and each person's dignity;
 - be free of interference, coercion, discrimination and retaliation from the Community in exercising these rights or filing a complaint against the Community or staff;
 - access all records pertaining to him or her within 24 hours of request;
 - voice grievances and file complaints concerning the Community with the appropriate state and federal licensing agency or the state ombudsmen program, (see below for telephone numbers);
 - personal privacy and confidentiality of his or her personal and clinic records, accommodations, medical treatment, and personal care;
 - examine the results of the most recent survey or inspection of the Community and any plan of correction in effect;
 - be free from physical or chemical restraint;
- be free from verbal, sexual, physical and mental abuse, corporal punishment and involuntary seclusion (to be separated from others or confined against your will in any area).

Rights relating to costs, services, items and activities provided: *Each resident and resident representative has a right to:*

- be told the services, items and activities that are generally available in the Community or that can be arranged for by the Community;
- be told what they will be charged for each of those services;

- be told what the charges are for services, items and activities that are not covered by the Monthly Fee.
- be told the amount of any admissions fees, deposits, and prepaid charges or minimum stay fees and what those fees specifically cover.

(Note: The above must be provided prior to admission and at least once every 24 months in writing and in a language the resident and resident representative understands. Except in emergencies, the Community must give the resident and his or her representative 30 days advance written notice of any changes in the availability of or charges for services, items, or activities.)

- be given notice, in writing, at least 30 days in advance, of changes in charges, the availability of services, or changes in the Community's rules and policies. (except in an emergency);
- be told what services, items and activities are not available in the Community.

Rights relating to quality of life: *Each resident has a right to:*

- be promptly notified of a change in room or roommate assignment;
- share a room with his or her spouse;
- privacy and confidentiality including the right to:
 - ✓ send and promptly receive mail that is unopened;
 - ✓ have reasonable access to the use of a telephone where calls can be made without being overheard;
 - ✓ request a lockable container or storage space for small items of personal property if room is not lockable with a key issued to the resident;
- access to others including:
 - ✓ access to representatives of the state, individual physician, social workers and the ombudsman, agencies responsible for protection and advocacy of individuals with developmental disabilities, mental illness, and disabilities;
 - ✓ access to their representative, entity or individual who provides health, social, legal, or other services to the resident;
 - ✓ visitation with family, relatives, friends and others, subject to reasonable restrictions and consent of the resident;
 - ✓ interaction with members of the community both inside and outside the Community;
 - ✓ organize and participate in resident groups in the Community;
 - ✓ family members have a right to meet in the Community with the families of other residents and must be provided with meeting space;
 - ✓ participate in social, religious and community activities that do not interfere with rights of others residents in the Community;
- refuse to perform services for the Community unless voluntarily agreed to;
- use personal possessions including furnishings and appropriate clothing, subject to some limitations;

- choose activities, schedules, and health care consistent with his/her interests, assessments and care plans;
- make choices about aspects of his/her life in the Community;
- reasonable accommodation of needs and preferences;
- wear his or her own clothing and determine his/her own dress, hair style or other personal effects;
- participate in planning care and treatment or changes in care and treatment (unless determined incompetent, then legal representative participates; however, resident's expressed wishes still must be given serious consideration);
- direct his or her own service plan and changes in the service plan and refuse any particular services (unless determined incompetent, then legal representative participates; however, resident's expressed wishes still must be given serious consideration);
- manage his or her financial affairs, and the Community may not require residents to deposit their personal funds with the Community.

Rights relating to discharge and transfer from the Community: *Each resident has a right to:*

- Remain in the Community unless:
 - ✓ discharge or transfer is necessary for the resident's welfare and the resident's needs cannot be met in the Community,
 - ✓ the safety or health of others in the Community is endangered;
 - ✓ the resident has failed to make required payment for his or her stay or,
 - ✓ the Community ceases to operate;
- Reasonable accommodation of needs to avoid transfer unless resident agrees to move;
- Prior to admission, a full disclosure in writing of the Community's requirements for advance notice for leaving the Community;
- Full disclosure must be given in writing prior to admission as to what portion of the deposits, admissions fees, prepaid charges or minimum stay fees will be refunded if the resident leaves the Community;
- Must be notified in writing at least 30 days before the Community transfers or discharges a resident and be given the reason for the discharge, except:
 - Must be notified in writing *as soon as practical* when:
 - ✓ health or safety of individuals in the Community is endangered;
 - ✓ required by resident's urgent medical needs; or
 - ✓ Resident has not resided in the Community for 30 days.
- Must be given sufficient preparation and orientation for the move;
- If the resident leaves the Community due to death, hospitalization or transfer to another Community for more appropriate care and does not return to the original Community:
 - ✓ the Community must refund any deposit or charges already paid, less the Community's per diem rate for the days the resident actually resided, reserved or retained a bed in the Community;

- ✓ the Community may retain an additional amount to cover its reasonable, actual expense incurred as a result of a private-pay resident's move, but not to exceed five days per diem charges;
- Refunds must be made within 30 days of the discharge.

This document is a summary of state law. Please review the specific law and regulations for a complete understanding of residents' rights in Washington State long-term care facilities. Residents may review a photocopy of the state law, RCW 70.129 upon request at The Terraces. Personal copies may be obtained from Residential Care Services in Olympia, or the State Long Term Care Ombudsman Office.

FOR ASSISTANCE WITH PROBLEMS AND COMPLAINTS ABOUT VIOLATION OF RIGHTS, CARE AND SERVICE ISSUES, ABUSE, NEGLECT OR EXPLOITATION

WASHINGTON STATE OMBUDSMAN'S OFFICE..... 1-800-562-6028
 COMPLAINT HOT LINE..... 1-800-562-6078
 AGING AND ADULT SERVICES ADMINISTRATION..... 1-800-422-3263

EXHIBIT C

OPTIONAL SERVICES FEE SCHEDULE

(Insert Current Price List)

EXHIBIT D

POLICY RELATING TO SELF-DETERMINATION

THE TERRACES WILL:

- A.** Provide all individuals, at the time of admission, with information relating to the individual's rights under State law to make decisions concerning medical care, including the right to accept or refuse medical or surgical treatment and the right to formulate advance directives;
- B.** Respect the implementation of such rights and will follow all physician's orders respecting such rights. Without physician's orders, the provider agency's staff may be required to institute interventions that differ from the advance directive;
- C.** Document in the medical record whether or not the individual has executed an advance directive;
- D.** Not alter the provision of care or otherwise discriminate against an individual based on whether or not the individual has executed an advance directive; and

PROCEDURES RELATING TO SELF-DETERMINATION

- A.** Upon admission, all individuals will be asked if they have prepared advance directives.
- B.** If the resident has prepared such documents, The Provider will request a copy. All residents, whether or not they have prepared an advance directive, will be given a packet of information explaining their rights under the Patient Self-Determination Act.
- C.** The individual's medical record will reflect whether an advance directive has been executed.
- D.** Contact will be made with the attending physician to coordinate the physician's orders with any advance directives.
- E.** Members of the interdisciplinary care plan team will be apprised of whether the individual has executed an advance directive.
- F.** Copies of any advance directives will accompany an individual upon transfer to hospital.

EXHIBIT E

NOTICE OF PRIVACY INFORMATION PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

A. PURPOSE OF THE NOTICE

The Terraces is committed to preserving the privacy and confidentiality of your health information, which is created and/or maintained at The Terraces. State and Federal laws and regulations require us to implement policies and procedures to safeguard the privacy of your health information. This notice will provide you with information regarding our privacy practices and applies to all of your health information created and/or maintained at The Terraces, including any information that we receive from other health care providers or facilities. The Notice describes the ways in which we may use or disclose your health information and also describes your rights and our obligations concerning such uses or disclosures.

We will abide by the terms of this Notice, including any future revisions that we may make to the Notice as required or authorized by law. We reserve the right to change this Notice and to make the revised or changed Notice effective for health information we already have about you as well as any information we receive in the future. We will post a copy of the current Notice, which will identify its effective date, in The Terraces.

The privacy practices described in this Notice will be followed by:

1. Any health care professional authorized to enter information into your medical record created and/or maintained at The Terraces;
2. All employees, students, and other service providers who have access to your health information at The Terraces; and
3. Any member of a volunteer group, which is allowed to help while you are receiving services at The Terraces.

B. USES AND DISCLOSURES OF HEALTH INFORMATION FOR TREATMENT, PAYMENT AND HEALTH CARE OPERATIONS

1. **Treatment, Payment and Health Care Operations.** The following section describes different ways that we may use and disclose your health information for purposes of treatment, payment and health care operations. We explain each of these purposes below and include examples of the types of uses or disclosures that may be made for each purpose. We have not listed every type of use or disclosure, but the ways in which we use or disclose your information will fall under one of these purposes.

a. **Treatment.** We may use your health information to provide you with health care treatment and services. We may disclose your health information to doctors, nurses, nursing assistants, medication aides, technicians, medical and nursing students, rehabilitation therapy specialists, or other personnel who are involved in your health care.

For example, we may order physical therapy services to improve your strength and walking abilities. We will need to talk with the physical therapist so that we can coordinate services and develop a plan of care. We also may need to refer you to another health care provider to receive certain services. We will share information with that health care provider in order to coordinate your care and services.

b. **Payment.** We may use or disclose your health information so that we may bill and receive payment from you, an insurance company, or another third party for the health care services you receive from us. We also may disclose health information about you to your health plan in order to obtain prior approval for the services we provide to you, or to determine that your health plan will pay for the treatment.

c. **Health Care Operations.** We may use or disclose your health information in order to perform the necessary administrative, educational, quality assurance and business functions of The Terraces.

For example, we may use your health information to evaluate the performance of our staff in caring for you. We also may use your health information to evaluate whether certain treatment or services offered by The Terraces are effective. We also may disclose your health information other physicians, nurses, technicians, or health profession students for teaching and learning purposes.

C. USES AND DISCLOSURES OF HEALTH INFORMATION IN SPECIAL SITUATIONS

We may use or disclose your health information in certain special situations as described below. For these situations, you have the right to limit these uses and disclosures as provided for this Notice.

- 1. Appointment Reminders.** We may use or disclose your health information for purposes of contacting you to remind you of a health care appointment.
- 2. Treatment Alternatives & Health-Related Products and Services.** We may use or disclose your health information for purposes of discussing with you treatment alternatives or health-related products or services that may be of interest to you. For example, if you are a resident of The Terraces for purposes of a post-surgical hip replacement, we may talk with you about a gait-training program that we offer at The Terraces to improve your walking and balance.
- 3. Care Center Directory.** We may use or disclose certain limited health information about you in The Terraces directory. This information may include your name, your assigned unit and room number, your religious affiliation, and a general description of your condition. Your name, assigned unit and room number, and a general description of your condition may be given to people who ask for you by name. Your religious affiliation may be given to a member of the clergy, even if they do not ask for you by name.
- 4. Family Members and Friends.** We may disclose your health information to individuals, such as family members and friends, who are involved in your care or who help pay for your care. We may make such disclosures when: (a) we have your verbal agreement to do so; (b) we make such disclosures and you do not object; or (c) we can infer from the circumstances that you would not object to such disclosures. For example, we will share information about you with your spouse or other family member after giving you an opportunity to agree or object.

We also may disclose your health information to family members or friends in instances when you are unable to agree or object to such disclosures, provided that we feel it is in your best interest to make such disclosures and the disclosures relate to that family member or friend's involvement in your care. For example, if your medical condition prevents you from either agreeing or objecting to disclosures made to your family or

friends, we may share information with the family member or friend that comes to visit you at The Terraces, but we will share only that information which relates to their involvement in your care.

D. OTHER PERMITTED OR REQUIRED USES AND DISCLOSURES OF HEALTH INFORMATION

There are certain instances in which we may be required or permitted by law to use or disclose your health information without your permission. These instances are as follows:

- 1. As Required by Law.** We may disclose your health information when required by federal, state, or local law to do so. For example, we are required by the Department of Health and Human Services (DHS) to disclose your health information in order to allow DHS to evaluate whether we are in compliance with the federal privacy regulations.
- 2. Public Health Activities.** We may disclose your health information to public health authorities that are authorized by law to receive and collect health information for the purpose of preventing or controlling disease, injury, or disability; to report births, deaths, suspected abuse, or neglect, reactions to medications; or to facilitate product recalls.
- 3. Health Oversight Activities.** We may disclose your health information to a health oversight agency that is authorized by law to conduct health oversight activities, including audits, investigations, inspections, or licensure and certification surveys. These activities are necessary for the government to monitor the persons or organizations that provide health care to individuals and to ensure compliance with applicable state and federal laws and regulations.
- 4. Judicial or Administrative Proceedings.** We may disclose your health information to courts or administrative agencies charged with the authority to hear and resolve lawsuits or disputes. We may disclose your health information pursuant to a court order, a subpoena, a discover request, or other lawful process issued by a judge or other person involved in the dispute, but only if efforts have been made to (a) notify you of the request for disclosure or (b) obtain an order protecting your health information.
- 5. Worker's Compensation.** We may disclose your health information to worker's compensation programs when your health condition arises out of a work-related illness or injury.

6. **Law Enforcement Official.** We may disclose your health information in response to a request received from a law enforcement official to report criminal activity or to respond to a subpoena, court order, warrant, summons, or similar process.
7. **Coroners, Medical Examiners, or Funeral Directors.** We may disclose your health information to a coroner or medical examiner for the purpose of identifying a deceased individual or to determine the cause of death. We also may disclose your health information to a funeral director for purpose of carrying out his/her necessary activities.
8. **Organ Procurement Organizations or Tissue Banks.** If you are an organ donor, we may disclose your health information to organizations that handle organ procurement, transplantation, or tissue banking for the purpose of facilitating organ or tissue donation or transplantation.
9. **Research.** We may use or disclose your health information for research purposes under certain limited circumstances. Because all research projects are subject to a special approval process, we will not use or disclose your health information for research purposes until the particular research project for which your health information may be used or disclosed has been approved through this special approval process. However, we may use or disclose your health information to individuals preparing to conduct the research project in order to assist them in identifying patients with specific health care needs who may qualify to participate in the research project. Any use or disclosure of your health information which is done for the purpose of identifying qualified participants will be conducted onsite at The Terraces. In most instances, we will ask for your specific permission to use or disclose your health information if the researcher will have access to your name, address or other identifying information.
10. **To Avert a Serious Threat to Health or Safety.** We may use or disclose your health information when necessary to prevent a serious threat to the health or safety of you or other individuals.
11. **Military and Veterans.** If you are a member of the armed forces, we may use or disclose your health information as required by military command authorities.
12. **National Security and Intelligence Activities.** We may use or disclose your health information to authorized federal officials for purposes of

intelligence, counterintelligence, and other national security activities, as authorized by law.

- 13. Inmates.** If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may use or disclose your health information to the correctional institution or to the law enforcement official as may be necessary (a) for the institution to provide you with health care; (b) to protect the health or safety of you or another person; or (c) for the safety and security of the correctional institution.

E. USES AND DISCLOSURES PURSUANT TO YOUR WRITTEN AUTHORIZATION

Except for the purposes identified above in Sections B through D, we will not use or disclose your health information for any other purposes unless we have your specific written authorization. You have the right to revoke a written authorization at any time as long as you do so in writing. If you revoke your authorization, we will no longer use or disclose your health information for the purposes identified in the authorization, except to the extent that we have already taken some action in reliance upon your authorization.

F. YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION

You have the following rights regarding your health information. You may exercise each of these rights, in writing, by providing us with a completed form that you can obtain from the business office. In some instances, we may charge you for the cost(s) associated with providing you with the requested information. Additional information regarding how to exercise your rights, and the associated costs, can be obtained from the business office.

- 1. Right to Inspect and Copy.** You have the right to inspect and copy health information that may be used to make decisions about your care. We may deny your request to inspect and copy your health information in certain limited circumstances. If you are denied access to your health information, you may request that the denial be reviewed.
- 2. Right to Amend.** You have the right to request an amendment of your health information that is maintained by or for The Terraces and is used to make health care decisions about you. We may deny your request if it is not properly submitted or does not include a reason to support your request. We may also deny your request if the information sought to be amended: (a) was not created by us, unless the person or entity that created the information is no longer available to make the amendment; (b) is not part of the information that is kept by or for The Terraces; (c) is

not part of the information which you are permitted to inspect and copy; or (d) is accurate and complete.

- 3. Right to an Accounting of Disclosures.** You have the right to request an accounting of the disclosures of your health information made by us. This accounting will not include disclosures of health information that we made for purposes of treatment, payment, or health care operations or pursuant to a written authorization that you have signed.
- 4. Right to Request Restrictions.** You have the right to request a restriction or limitation on the health information we use or disclose about you for treatment, payment, or health care operations. You also have the right to request a limit on the health information we disclose about you to someone, such as a family member or friend, who is involved in your care or in the payment of your care. For example, you could ask that we not use or disclose information regarding a particular treatment that you received. We are not required to agree to your request. If we do agree, that agreement must be in writing and signed by you and us.
- 5. Right to Request Confidential Communications.** You have the right to request that we communicate with you about your health care in a certain way or at a certain location. For example, you can ask that we only contact you by mail.
- 6. Right to a Paper Copy of this Notice.** You have the right to receive a paper copy of this Notice. You may ask us to give you a copy of this Notice at any time. Even if you have agreed to receive this Notice electronically, you are still entitled to a paper copy of this Notice.

G. QUESTIONS OR COMPLAINTS

If you have any questions regarding this Notice or wish to receive additional information about our privacy practices, please contact our Privacy Officer. If you believe your privacy rights have been violated, you may file a complaint with The Terraces or with the Secretary of the U.S. Department of Health and Human Services. To file a complaint with The Terraces, contact our Privacy Officer at The Terraces. All complaints must be submitted in writing. You will not be penalized for filing a complaint.

EXHIBIT F

ACKNOWLEDGEMENT OF RECEIPT

Notice of Privacy Information Practices

I/We _____ acknowledge and agree that I/we have received a copy of the Notices of Privacy Information Practices for The Terraces.

EXHIBIT G

DISCLOSURE OF SERVICES (ATTACHED)