



Residential Lease Agreement

This is a **Residential Lease Agreement** (the "Agreement") between **Magnolia Gardens Assisted Living** (hereinafter referred to as "**Community**" and "**Administrator**") located at 3800 62nd Avenue North, Pinellas Park, Florida 33781, and SUSAN ROBINSON (hereinafter referred to as "**Resident/Responsible Party**").

WITNESSETH

WHEREAS, **Resident/Responsible Party** and **Community** agree to the following terms and conditions for the admission of **Resident** to **Community** and the rental dwelling unit to be used solely as a single-family residence located at 3800 62nd Ave. N., Apartment #230, City of Pinellas Park, County of Pinellas, State of Florida 33781.

WHEREAS, **Resident** and the following persons shall occupy the dwelling unit and have met the minimum eligibility requirements for occupancy and verified family income.

<u>NAME</u>	<u>RELATION TO RESIDENT</u>	<u>DATE OF BIRTH</u>
<u>SUSAN ROBINSON</u>	Head of Household	<u>4-13-56</u>

WHEREAS, the **Community** is licensed by the State of Florida as an Assisted Living Facility (#AL10314), and is owned by Palm Lake Village Housing Corporation, a Florida Not-for-Profit corporation and an instrumentality of the Pinellas County Housing Authority, an independent special district of the State of Florida created under and pursuant to Chapter 421, Florida Statutes (referred to herein as "Owner"). The **Community** is not affiliated with any religious organizations.

NOW THEREFORE, the parties hereto agree to be bound by the following terms, conditions and covenants:

1. **CONFLICT WITH OTHER PROVISIONS OF LEASE.** In case of any conflict between the provisions of this Agreement and any other provisions of any addendum, attachments and/or other modifications to this Agreement, the provisions of such addendum, attachments and/or other modifications shall prevail.
2. **TERM OF LEASE.** The term of the Agreement shall begin on 7/5, 2022 and shall continue until: (1) a termination of the Agreement by the **Community** as provided herein, (2) a termination of the Agreement by **Resident** in accordance with the Agreement, or (3) by mutual agreement during the term of the Agreement.
3. **DWELLING RENT / FEES.** The total monthly Dwelling Rent is \$ 107.00, excluding other fees as applicable. Dwelling Rent shall be due and payable monthly in advance to the **Community**, on the first day of each month. Dwelling Rent shall be considered delinquent after the tenth day of the month, and a delinquent fee not to exceed \$20.00 may be charged for any late payment. **Resident/Responsible Party** may be charged a service fee not to exceed \$30.00 for each check returned unpaid by the payee's bank for any reason. **Community** reserves the right to refuse personal checks as payment for any monies due under this Agreement.

Payment of the Dwelling Rent and all other applicable charges and fees is the sole responsibility of **Resident/Responsible Party**. If the tenancy starts on a day other than the first day of the month or week as designated above, the payment shall be prorated on a 30-day month and shall be due prior to occupancy. **Resident /Responsible Party** shall not be entitled to move in or to be issued keys to the dwelling unit until all pre-admission paperwork has been completed including a properly executed lease, and all monies due prior to occupancy have been paid. **Resident/Responsible Party** has agreed to the following payment schedule:

- [] **Non-Subsidy Eligible/Affordable Fee:** In addition to the Dwelling Rent set forth above, **Resident/Responsible Party** shall pay a Service Fee of \$2,325.00 per month, plus an incontinent fee of \$_____.00 per month (if applicable), all of which totals \$ 3452.00 and which shall be due on or before the first of each month. The Security Deposit must be submitted separately as stated herein.
- [] **Subsidy Eligible/Low Income:** **Resident** must be qualified to receive state subsidy under SMMC guidelines. **Resident** is responsible for obtaining SMMC funding and all other funding through various subsidy programs for which they may be eligible. **Resident** agrees to submit their entire monthly income to **Community** minus a Personal Needs Allowance (PNA) amount as determined by the State of Florida. **Community** agrees to invoice the State of Florida (or contracted provider on behalf of the State) on a monthly basis for reimbursement of services for **Resident**.

4. **SECURITY DEPOSIT.** **Resident** has deposited \$300.00 with **Community** as a security deposit. **Community** will comply with State of Florida laws regarding security deposits from a **Resident**, and shall not collect a security deposit in excess of private market practices or in excess of security deposits for the **Community** unassisted units.

- a. **Community** will hold the security deposit in a separate non-interest bearing account at JP Morgan for security deposits during the period **Resident** occupies the dwelling unit under this Agreement. **Resident** may not apply the security deposit toward any unpaid rent, as it is a good faith deposit for **Resident's** faithful fulfillment of each condition of this Agreement. The following information is provided pursuant to 83.49, Florida Statutes:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

- b. After **Resident** has vacated the dwelling unit, **Community** may use the Security Deposit as reimbursement for any unpaid Dwelling Rent or other amount which **Resident** owes under this Agreement.

5. **PETS.** Residents are permitted to own a pet and it is the resident's responsibility to ensure that pet ownership does not infringe on the rights of any other **Residents** to live in a clean, quiet and safe environment. Residents must be able to properly care for and look after pet. In the event of an extended hospital or rehab stay It will be the **Resident's/Responsible Parties** responsibility to ensure that plans are in place for pet care if. Magnolia Gardens staff will not be responsible for providing care to pets during a resident's absence from the community. **Resident's/Responsible Parties**, must maintain current vaccinations on their pet and must have a signed Animal Addendum and Pet Guardianship Agreement on file and pay any required fee(s) associated with pet ownership. All pets must be on leash in common areas. Visiting pets - well-behaved pets with current vaccination records are welcome to visit with **Residents** within dwelling unit but are not permitted to stay overnight.

6. **UTILITIES AND APPLIANCES.**

- a. **Community** shall provide the utilities and/or appliances listed in column (1) below without any additional charge to **Resident's/Responsible Party**. The cost of these utilities is included in the Dwelling Rent. The utilities and/or appliances listed in column (2) below are not included in Dwelling Rent, and are paid or provided by **Resident**. Place an "F" on the appropriate line for **Facility** supplied utility or appliance, and an "R" on the appropriate line for **Resident** supplied utility or appliance.

b. Type of Utility/Appliance	COLUMN 1	COLUMN 2
WATER AND SEWER	F	
ELECTRIC	F	
GARBAGE COLLECTION	F	
HEATING TYPE: Electric	F	
AIR CONDITIONER	F	
SMOKE DETECTOR	F	
FIRE EXTINGUISHER	F	
MICROWAVE OVEN	F	
REFRIGERATOR	F	
OTHER: Telephone		R
OTHER: Cable		

7. **MAINTENANCE AND SERVICES.**

- a. **Community** shall maintain the dwelling unit, **Community** supplied equipment and appliances, and common areas and facilities, to provide decent, safe, and sanitary housing in accordance with the Housing Quality Standards (24 CFR Section 882.109) and Section 83.51(1) of the Florida Statutes, including the provision of all the services, maintenance and utilities set forth in this Agreement. Removal and/or tampering with **Smoke detectors for any reason is strictly prohibited.**
- b. **Community** shall respond in a reasonable time to calls by **Resident** for services consistent with said obligation. In the case of a multi-unit building, such maintenance shall include common areas, lighting and equipment, grounds, lawns and shrubs. In the case of a single-family residence, the grounds, lawns, and shrubs shall be maintained by contractor for **Community**.
- c. **Community** shall be responsible for pest control and termite treatment, and **Community** shall fully comply with Section 83.51(2)(a)(1) of the Florida Statutes. Extermination services shall be provided by a contractor for **Community**.
- d. **Resident** shall be responsible for reasonable use and maintenance of all fixtures, equipment and facilities provided by **Community**, including, but not limited to, mailboxes, walls, floors, and carpeting. Any damage resulting from negligent acts or use by **Resident**, members of **Resident's** household, guests, and invitees shall be the responsibility of **Resident**, who shall immediately notify **Community** of said damage, and reimburse **Community** for said damage on or before the next rental payment.

8. **RESPONSIBLE PARTY.** **Resident** hereby designates the person listed below as the responsible party to be contacted in the event of an emergency. Provided that **Resident** is a non-married individual, **Resident** acknowledges that this person has the authority to make decisions for **Resident** about **Resident's** person and/or property in the event that **Resident** cannot do so. In the event of **Resident's** discharge or death, all refunds and property shall be returned to the responsible party indicated below. **Resident** agrees to keep the information in this paragraph current, and to notify **Community** of any change or contact information on the designee:

LEGAL REPRESENTATIVE/RESPONSIBLE PARTY ADDRESS:

Name: THOMAS ROBINSON

Relationship: Son

Address: 1039-52 AVE. NO. ST. PETE., FL. Tel: 727-525-3320

Email: Tomej.Tom.Robinson.10

Responsible Party Signature:

Date:

6/26/22

9. **ADMISSION CRITERIA.** Administrator shall make the final determination of admission to the **Community** and shall notify **Resident** of his or her approved status.

Administrator shall make the final determination of admission to the **Community** and shall notify **Resident** of his or her approved status. By signing this Agreement, **Resident** acknowledges and warrants to **Community** that **Resident** meets the following minimum criteria of eligibility:

- a. 60 years of age or older. Has been determined by Administrator to be appropriate for admission to the **Community**. Administrator shall base the decision on:
 - i. An assessment including the medical examination report and the strengths, needs, and preferences of **Resident** upon admission and thereafter, at minimum every 3 years, or after a significant change; and
 - ii. **Community** admission policy and the services **Community** is prepared to provide or arrange for to meet **Resident's** needs; and
 - iii. The ability of **Community** to meet the uniform fire safety standards for Assisted Living Facilities.
- b. Low Income Applicants: **Community** may admit Low Income applicants who have been approved and are eligible to receive State and/or Federal subsidies. **Resident** agrees to pay the Affordable Fee rate until the State/Federal subsidy has been granted. **Resident** agrees not to exceed **Community** or State/Federal subsidy requirements for income and asset limits. A **Resident** who qualifies as Low Income, but is over the asset limit requirements, may be admitted as Affordable Fee and hereby agrees to spend-down assets in order to be eligible for subsidy funding
- c. Be without a primary or secondary diagnosis of developmental disability or serious persistent mental illness
- d. Be free from signs and symptoms of any communicable disease which is likely to be transmitted to other residents or staff; however, if **Resident** has human immunodeficiency virus (HIV) infection, **Resident** may be admitted to **Community**, provided that **Resident** would otherwise be eligible for admission according to this rule
- e. Be able to perform the Activities of Daily Living, with supervision or assistance if necessary
- f. Be able to transfer, with assistance if necessary. The assistance of more than one person is permitted
- g. Be capable of taking his/her own medications with assistance from staff
- h. Has special dietary needs that can be met by the **Community**
- i. Not be a danger to self or others as determined by a physician, or licensed mental health practitioner
- j. Not require licensed professional mental health treatment on a 24-hour a day basis
- k. Not be bedridden
- l. Not have any stage 3 or 4 pressure sores. A **Resident** requiring care of a stage 2 pressure sore may be admitted provided that:
 - i. **Resident** contracts directly with a licensed home health agency or a nurse to provide care;
 - ii. The condition is documented in **Resident's** record; and
 - iii. If **Resident's** condition fails to improve within 30 days, as documented by a licensed nurse or physician, **Resident** shall be discharged from **Community**
- m. Not require any of the following nursing services:
 - i. Oral, nasopharyngeal, or tracheotomy suctioning;
 - ii. Assistance with tube feeding;
 - iii. Monitoring of blood gases;
 - iv. Intermittent positive pressure breathing therapy; or
 - v. Treatment of surgical incisions or wounds, unless the surgical incision or wound and the condition which caused it have been stabilized and a plan of care developed
 - vi. Not require 24-hour nursing supervision
 - vii. Not require skilled rehabilitative services
- n. **Medical Information.** Medical and personal information shall be provided by **Resident's/Responsible Party** to **Community** upon admission. Medical information shall only be accepted by **Community** on the prescribed Health Assessment Form 1823 signed by a Licensed Healthcare Provider.

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 - ii. **Community** admission policy and the services **Community** is prepared to provide or arrange for to meet **Resident's** needs; and
 - iii. The ability of **Community** to meet the uniform fire safety standards for Assisted Living Facilities.
- b. Low Income Applicants: **Community** may admit Low Income applicants who have been approved and are eligible to receive State and/or Federal subsidies. **Resident** agrees to pay the Affordable Fee rate until the State/Federal subsidy has been granted. **Resident** agrees not to exceed **Community** or State/Federal subsidy requirements for income and asset limits. A **Resident** who qualifies as Low Income, but is over the asset limit requirements, may be admitted as Affordable Fee and hereby agrees to spend-down assets in order to be eligible for subsidy funding
- c. Be without a primary or secondary diagnosis of developmental disability or serious persistent mental illness
- d. Be free from signs and symptoms of any communicable disease which is likely to be transmitted to other residents or staff; however, if **Resident** has human immunodeficiency virus (HIV) infection, **Resident** may be admitted to **Community**, provided that **Resident** would otherwise be eligible for admission according to this rule
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- f. Be able to transfer, with assistance if necessary. The assistance of more than one person is permitted
- g. Be capable of taking his/her own medications with assistance from staff
- h. Has special dietary needs that can be met by the **Community**
- i. Not be a danger to self or others as determined by a physician, or licensed mental health practitioner
- j. Not require licensed professional mental health treatment on a 24-hour a day basis
- k. Not be bedridden
- i. Not have any stage 3 or 4 pressure sores. A **Resident** requiring care of a stage 2 pressure sore may be admitted provided that:
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 - iii. Monitoring of blood gases;
 - iv. Intermittent positive pressure breathing therapy; or
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10.

FINANCIAL AGREEMENTS. Resident financial responsibilities are as follows:

- a. **Resident** acknowledges that occupancy is based on income eligibility. **Resident** agrees to provide true and complete income information, and to provide documentation of all income sources and all assets, prior to admission and during residency as required by **Community**. Failure to provide full and complete income information, and/or knowingly and willingly making false or fraudulent statements may result in termination of Agreement. Should **Resident** acquire assets that exceed the maximum asset limit set forth by SMMC or other subsidy programs **Resident** is a recipient of, **Resident** agrees to spend-down the assets as an Affordable Fee Resident until the acceptable asset limit set forth by the State of Florida is reached.
 - b. Should **Resident's** State/Federal subsidy be terminated or should **Resident** be found ineligible for SMMC, **Resident** agrees to pay as an Affordable Fee Resident for continued residency at **Community**.
 - c. **Resident** agrees to provide a copy of any and all statements that verify income on a quarterly basis (March, June, September, and December) and/or as required by **Community**.
 - d. **Resident** shall make timely payments. Any payments received after the tenth (10th) day of the month shall be subject to a late fee of Twenty Dollars (\$20.00) and shall be imposed by **Community**.
 - e. **Resident** agrees that any of the foregoing Dwelling Rent and/or Resident Fee(s) are subject to change by written notice by **Community** with no less than thirty (30) days prior notice. Such timely written notices of Dwelling Rent or Resident Fee(s) adjustments shall be incorporated into this Agreement and shall supersede the aforementioned rates and/or fees.
 - f. **Resident's** personal funds shall not be kept by **Community**

STATEMENT OF FINANCIAL RESPONSIBILITY

The Resident named in the attached Residency Agreement desires to live at the Community and we are willing to enter into the Residency Agreement if the Resident has an individual who is willing to fulfill the conditions of this Statement of Financial Responsibility; and

In consideration for our accepting the Resident into the Community, you agree to fulfill the provisions of this Statement of Financial Responsibility, if and as necessary.

Therefore, in consideration of the mutual covenants contained in this Statement of Financial Responsibility, the parties agree as follows:

I. PERSONAL ASSISTANCE. In the event the condition of the Resident requires such assistance, and upon our request, you will assist Resident or legally responsible person, as necessary by:

- A. Participating with our associates in evaluating Resident's needs and in planning and implementing an appropriate plan for Resident's care;
 - B. Maintaining Resident's welfare and fulfilling Resident's obligations under the Residency Agreement;
 - C. Relocating Resident following termination and removing the Resident's property;
 - D. Transferring Resident to a hospital, nursing home, or other facility in the event that Resident requires care we do not offer;
 - E. Making necessary arrangements for funeral services and burial in the event of death.

II. FINANCIAL RESPONSIBILITY. If Resident fails to make payments due to us under the Residency Agreement, you agree to pay us such amounts within thirty (30) days of receiving written notice of nonpayment.

III. REVIEW OF RESIDENCY AGREEMENT. You acknowledge that you have received and reviewed a copy of the Residency Agreement, and have had an opportunity to ask questions. **BY THEIR SIGNATURES**, the parties have executed this Agreement to be effective as of _____ 20_____.
(Handwritten signatures follow)

Thomas Robinson 592-21-2361 12152-833-90-244-0 6/26/22
Guarantor Social Security No. D.L. No. Date
SEND NOTICES TO GUARANTOR AT:
Address: 1039 52nd Ave N. Tel: 727-515-3320 Email: Tom@TomRobinson.io

11.

SERVICES PROVIDED.

g. **Community Services.** Included in the Resident Fee(s) are the following services:

- i. Three meals per day, seven days a week, and snacks. Specialized Diets such as NAS, NCS, MECH-SOFT, & PUREED DIETS may be accommodated by physician order only
- ii. Housekeeping/laundry services
- iii. 24-hour supervision by awake staff
- iv. Personal care
- v. Assistance with self-administration of medication by unlicensed staff
- vi. Referral to other services, including home health nurse, and oversight by Registered Nurse under contract by program
- vii. Weekly activities
- viii. Pharmaceutical services
- ix. Arrangement of transportation for healthcare services

h. **Medication.** **Community** agrees to provide assistance with self-administration of medication with the assistance of trained unlicensed staff, per Florida Statutes section 429.256. However, **Resident** may manage his/her own medications after an assessment by a Registered Nurse and approval from his/her physician. Should **Resident** receive assistance with self-administration of medications, **Community** requires that all medications be centrally stored. Should **Resident** manage his/her own medication administration, **Resident** agrees to store medications in dwelling unit in a secure location.

Informed Consent: "Informed consent" means advising the **Resident**, or the **Resident's** surrogate, guardian, or attorney in fact, that an assisted living facility is not required to have a licensed nurse on staff, that the **Resident** may be receiving assistance with self-administration of medication from an unlicensed person, and that such assistance, if provided by an unlicensed person, will or will not be overseen by a licensed nurse. (429.256, F.S.)

"Assistance with self-administered medication" means that trained, unlicensed staff can help a person to self-administer their medications by performing such tasks as bringing the **Resident's** medication to the **Resident**; reading a prescription label and removing a prescribed amount of medication from the container; placing the medication in the **Resident's** hand or in another container and helping the **Resident** to lift it to their mouth; applying topical medications; returning the medication to storage; and keeping a record of medications that the **Resident** has self-administered.

"Assistance with self-administration" does not include calculating medication dosages; putting medications in a **Resident's** mouth; preparing or administering injections; applying rectal, urethral, or vaginal preparations; administering medications by the way of a tube inserted in a body cavity; administering parenteral preparations; conducting irrigations or using debriding agents for treating skin conditions; administering medications through intermittent positive pressure breathing machines or nebulizers; or performing any medication task which requires judgment or discretion.

Community requires the unlicensed individual providing "assistance" to have completed the training requirements of Rule 58A-5.0191, Florida Administrative Code, and must be available to assist **Resident** with self-administered medications in accordance with procedures described in Section 429.256, Florida Statutes.

Resident's Initials: SZR

i. **Additional Services.** Other services available at an additional cost include delivery of meals to the dwelling unit, escort services to health appointments and community event fees. If **Resident** requires assistance, **Community** may help **Resident** arrange such services.

Resident's Initials: SZR

j. **Third Party Providers.** Should **Resident** require services from a third party provider, **Community** staff:

May assist in facilitating & coordinating third party services for resident. By initialing below, you authorize our staff to assist with the above service

Resident's Initials: SZR

11. DO NOT RESUSCITATE ORDERS (DNR):
PROCEDURES:

- a) Our community respects a resident's decision about end of life care; our community will honor a properly executed Do Not Resuscitate (DNR) order. Our community's policy is to have our staff immediately contact 911 for emergency assistance. Once emergency personnel have been contacted, staff will follow procedures based on the resident's DNR status. If the resident does not have a properly executed DNR, staff will begin life saving measures until emergency personnel arrive on scene.
- b) If it's determined that the resident does have a properly executed DNR, staff will abide by resident's decision by not starting life saving measures.
- c) Once 911 emergency personnel arrive on the scene, copies of your Advance Directives will be provided to them. At that time, emergency personnel will oversee the situation and take over responsibility of residents care.

12. ADVANCED DIRECTIVES: By signing this agreement, **Resident/Responsible Party** acknowledges that he/she has received information on Advance Directives. **Resident/Responsible Party** understands that he/she is not required to complete Advance Directives as a requirement of admission; however, **Resident/Responsible Party** agrees to provide **Community** with copies of any properly executed Advance Directives he/she has completed at time of move-in. **Resident's/Responsible Party** are also responsible for alerting community and providing proper documentation relating to any changes in resident's DNR status.

By initialing below, I have reviewed and understand the community's policy as it relates to Advanced Directives and Do Not Resuscitate Orders.

Resident's Initials: SZR

13.

DISCHARGE OF RESIDENTS

- a. **Referral from the Community.** Should Resident require a higher level of care than **Community** can provide, **Administrator/Wellness Director** will offer assistance referring **Resident** to other facilities. Conditions requiring referral to a higher level of care, include, but are not limited to, the following:
- i. Resident requires 24-hour, seven days a week nursing supervision
 - ii. Resident is bedridden for more than 7 consecutive days
 - iii. Resident has a cognitive decline preventing him/her from making simple decisions
 - iv. Resident requires treatment of stage 3 and higher pressure ulcers
 - v. Resident requires mechanical assistance with transferring
 - vi. Resident is a danger to self and others
 - vii. Resident has a medically unstable condition or the program cannot appropriately develop a special regimen of therapy
 - viii. Resident requires the following nursing services:
 1. Oral or nasopharyngeal suctioning
 2. Nasogastric tube feeding
 3. Monitoring of blood gases
 4. Intermittent positive pressure breathing therapy
 5. Skilled rehabilitative services
 6. Treatment of a surgical incision, unless the incision and the condition which caused it have been stabilized and a plan of care developed
- b. **Referral Procedure.** Upon determination by **Administrator/Wellness Director**, that Resident requires services beyond those the program is licensed to provide, **Administrator/Wellness Director** shall notify **Resident** (or responsible party) once the decision is made to transfer **Resident** to another facility which can provide a higher level of care. **Community** may provide assistance in determining appropriate placement for **Resident**.

14. **REFUND POLICIES**

- a. **Community Closure.** In the event of closure of **Community**, a prorated refund of advance payment for services not received shall be made within 7 days of closure.
- b. **Refund Policy.** The following refund policy applies to transfer of ownership, closing of **Community**, and **Resident** discharge:
- i. Resident or responsible party is entitled to a prorated refund based on the daily rate for any unused portion of payment beyond the termination date after all charges, including the cost of documented damages to the dwelling unit caused by **Resident** and resulting from circumstances other than normal use, have been paid to **Community**. All documented damages shall be identified in a list given to **Resident** or responsible party.
 - ii. Reimbursement shall occur within 45 days of a written notice of termination; however, in no case shall it be required that the refund be made before the dwelling unit is vacated. Except in the case of death or discharge due to a medical reason, including mental health, the refund shall be computed in accordance with the relocation requirements specified in the Agreement.
 - iii. Resident shall not be required to provide more than 30 days advanced notification of termination. **Resident** shall provide payment for the final 30 days and will not be entitled to a refund if the dwelling unit is vacated prior to the 30th day. In case of death or discharge due to medical reasons, including mental health, the notice of termination requirement in the Agreement is waived and all refunds shall be prorated as stated herein.
 - iv. In the event of the death or discharge of **Resident** for medical reasons including mental health, the notice of termination requirement in the contract is waived and **Community** shall provide prorated refund(s) to the Power of Attorney after dwelling unit is vacated. If no such person(s) are available, funds shall be placed in an interest bearing account until such time as funds are disbursed pursuant to the Probate Code or pursuant to state law.

15. BED HOLD POLICY: (Managed Care Residents Only)

Should a **Resident** receiving managed care SMMA benefits, be out of the community for an extended period of time in a hospital or facility receiving rehabilitation services, **Resident/Responsible Party**, will be responsible for ensuring payment of normal monthly fees to **Community**. **Community** shall provide to **Resident/Responsible Party** within fifteen days of the extended leave, a letter outlining **Community** Bed Hold Policy and the termination date of Agreement. If **Resident** does not return to **Community** within 45 days of the extended leave, this Agreement may be terminated on day 46 of **Resident**'s absence from **Community**. **Resident/Responsible Party**, may choose to continue Agreement by providing full monthly payment to **Community** plus \$1,100.00 for said dwelling unit.

16. RESIDENT'S PERSONAL PROPERTY:

- a. **Resident** agrees that upon surrender or abandonment of the dwelling unit, **Community** shall not be liable or responsible for the storage or disposition of **Resident**'s personal property. **Community** is not responsible for loss, damage, maintenance and/or upkeep of personal items, or for any injuries obtained from **Resident**'s personal property.

17. RESIDENT'S RIGHTS AND RESPONSIBILITIES:

- a. **Statutory Rights.** **Resident** is entitled to rights under Florida state law and regulations. Among those rights are to be treated with courtesy, consideration and respect, to have access to storage space in the dwelling unit, security of personal belongings, freedom from physical and mental abuse and non-authorized restraints. As part of the Bill of Rights, **Community** has requested that **Resident** provide any Advance Directives and/or a written statement from **Resident** in regards to the delivery of health care as stipulated by the laws of the State of Florida. **Resident** acknowledges receiving this information, including the Residents' Rights for Assisted Living Facilities.
- b. **Resident Responsibilities.**
 - v. **Information.** **Resident** agrees to supply, when requested, all accurate information about health, family composition, income, assets, and other information necessary to determine eligibility.
 - vi. **Notification.** **Resident** shall notify **Community** promptly of any known need for repairs to the dwelling unit and of any known unsafe condition in any part of the facilities. Work orders for all maintenance related items can be either called in or given in person to our receptionist.
 - vii. **Telephone Usage.** **Resident** is responsible for activating existing telephone connections in the dwelling unit through a local provider and is responsible for all charges associated with telephone service such as activation/connection charges, deposits and monthly fees.
 - viii. **Electronic Mobility Scooter Usage.** Residents must be screened prior to any usage of electric wheelchairs and/or scooters for safety
 - ix. **Use of the Dwelling Unit:** **Resident** shall use the dwelling unit for residential purposes only. **Resident** shall have exclusive use and right of possession of the dwelling unit. The dwelling unit shall be used as to comply with all State, County, municipal laws and ordinances, and all covenants and restrictions affecting the dwelling unit. **Resident** may not paint or make (any alterations or improvements to the dwelling unit without first obtaining written consent from **Community**. Any improvements or alterations shall become the property of **Community**. **Resident** agrees not to use, keep, or store in the dwelling unit any dangerous, explosive, or toxic materials.
 - x. **House Rules:** **Resident** acknowledges receipt of **Community**'s House Rules and understands that failure to comply with House Rules is a violation of the Agreement and may be grounds for termination of the Agreement.
Resident's Initials: SZR
 - xi. **Keys:** **Resident** shall be furnished with one set of keys for the dwelling unit, mailbox, and lock box. **Resident** shall pay the prescribed fees in case of loss and/or replacement of keys.
 - xii. **Access to the Dwelling Unit:** **Community** staff may enter the dwelling unit under the following circumstances:
 - a. At any time for the protection or preservation of the dwelling unit and/or **Resident**'s general well-being
 - b. To inspect the dwelling unit and make necessary or agreed-upon repairs, alterations, or improvements
 - c. In the case of an emergency and when **Resident** unreasonably withholds consent, as determined by **Community**

- d. If **Resident** is absent from the dwelling unit for a period of at least one-half of a rental installment period

18. FACILITY RESPONSIBILITIES.

- a) **Confidentiality of Records.** Community shall keep all non-public records confidential and shall release the confidential information according to:
- i) The requirements applicable to the State of Florida, the Department of Health and the Ombudsman Program or;
 - ii) In accordance with the rules and procedures as disclosed in the **Community's** policy on confidentiality.
- b) **Written Grievances.** Community provides a private area in our library where residents are able to submit any concerns, questions, or grievances in writing. However, we do ask that you follow the procedures below if you have any concerns:
1. Meet with the Department Manager to discuss and resolve the concern.
 2. If the Department Manager is unable to resolve the concern, then bring the concern to the Administrator.
 3. If the Administrator has not resolved the concern at this informal level, a formal Grievance may be filed. Blank Grievance forms may be found in the lobby. A black Grievance box is also located there where you can drop your completed Grievance form. The administration checks the Grievance box daily Monday through Friday.
 4. If the Administrator is not able to resolve the concern at this point the Pinellas County Housing Authority may be contacted by mail or telephone to assist:

Palm Lake Village Housing Corporation
11479 Ulmerton Road
Largo, FL 33778
727-443-7684

5. If a member of Palm Lake Village Housing Corporation, is unable to resolve the concern, the Ombudsman Council may be notified by calling 1-888-831-0404.

Susan R. Robinson
Resident Signature

6-24-82

Date

TERMINATION OF AGREEMENT AND EVICTION.

- a. **Termination.** This Agreement may be terminated by a thirty (30) day written request from Resident or responsible party, or at the request of Community with a forty-five (45) day notice.
- b. **Effective Date of Termination.** The date of termination is the date the dwelling unit is vacated by Resident and cleared of all personal belongings.
- c. **Grounds for Termination.** Conditions for termination by Community:
 - i) Failure by Resident or any member of household to fulfill their obligations under this Agreement
 - ii) If Resident no longer meets the criteria for residence and is found to require more services than Community provides
 - iii) Failure by Resident to comply with House Rules as disclosed in the admission package
 - iv) Failure to comply with safe and sanitary housekeeping conditions
 - v) Failure by Resident to secure and maintain State/Government subsidy
 - vi) Serious or repeated violation of the terms and conditions of the Agreement; or
 - (1) Violations of Federal, State, or local law which imposes obligations on Resident in connection with the occupancy use of the dwelling unit and surrounding premises; or,
 - (2) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, or any drug-related criminal activity on or near such premises, engaged in by Resident, any member of Resident's household, or any guest or other person under Resident's control; other good cause. The following list of examples is intended as a non-exclusive statement of some situations included in "other good cause," but shall in no way be construed as a limitation on the application of "other good cause" to situations not included in the list:
 - (a) Failure by Resident to accept the offer of an approved modified Agreement form in accordance with Paragraph 21 of this Agreement;
 - (b) Resident history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the dwelling unit or Community property;
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property)
 - vii) Community may evict Resident from the dwelling unit only by instituting a court action. Community must give notice to Resident pursuant to Section 83.56 of the Florida Statutes, as may be amended.
19. **DISCRIMINATION PROHIBITED.** Community shall not discriminate against Resident in the provision of services, or in any other manner, on the grounds of race, color, familial status, religion, sex, handicap, or national origin.
20. **CONCURRENT NOTICES.** Any notice listed in this Agreement may be combined with and run concurrently with any notice required pursuant to Section 83.56 of the Florida Statutes, as may be amended.
21. **OFFER OF NEW AGREEMENT.** Community may offer Resident a proposed new Agreement or Amendment for execution on behalf of Resident. Community shall give Resident written notice at least 30 days before the proposed commencement date of the new Agreement term. The parties hereby agree that this Agreement and all written addendums hereto (if any) constitute the entire agreement between Community and Resident and may be modified only in a written document signed by all parties to this Agreement. No delay in enforcement or waiver by Community of any right hereunder or as may be provided under Florida law shall act as a waiver of any other or subsequent right that may arise and/or that Community may acquire.
22. **COMMON AREA LIABILITY.** Resident further agrees that all parking and other common areas, laundry and recreational facilities provided by Community on or within the property limits of the leased premises shall be used at the risk of Resident, members of Resident's household, invitees, agents and/or guests without recourse against Community. Resident further agrees to hold Community harmless from any liability arising from injury to person or property caused by any act or omission of Resident, members of Resident's household, invitees, agents and/or guests.
23. **NOTICES.** All written notices by Community to Resident shall be delivered to Resident either in person or sent by certified mail-return receipt requested, or sent by priority mail with confirmation of delivery to Resident at Resident's last known mailing address. All written notices by Resident to Community shall be delivered to Community at the following address: Magnolia Gardens Assisted Living Facility, 3800 62nd Avenue North, Pinellas Park, FL 33781, and shall be sent by certified mail-return receipt requested or by

priority mail with confirmation of delivery. All mailed notices shall be deemed delivered five (5) days after mailing.

24. MISCELLANEOUS.

- a. **Apartment Changes.** Any changes or transfers to other units may be considered for financial reasons and/or Reasonable Physical Accommodation Needs. Any/all apartment changes must have prior approval from Administrator.
- b. **Admissions Documents.** A copy of the Admission package (which includes the House Rules and the procedure for contacting the Ombudsman Program) has been received by the undersigned **Resident** or representative of **Resident**.
- c. **Non-waiver.** No Agreement or provision of this Agreement relieves **Community** of any requirement or obligation imposed upon it by rule or statute.
- d. **Release and Indemnification.** **Resident** agrees that **Community** shall not be liable for, and hereby releases **Community** from, any claim, damage, loss, or injury suffered by any person, including but not limited to **Resident** or **Resident's** family, guests, or invitees, occurring upon or within **Community** premises, regardless of whether such may be caused or contributed to by **Community**'s negligence or the negligence of someone else, and **Resident** agrees, on behalf of **Resident** and **Resident's** family, guests, and invitees, to defend, indemnify, and hold **Community** harmless from and against any and all such claims, damages, losses, or injuries, including all costs and attorney's fees related thereto. **Resident** further agrees that **Community** shall not be liable for, and hereby releases **Community** from, any damage to or loss of personal property belonging to or in the possession of any person, including but not limited to **Resident** or **Resident's** family, guests, or invitees, occurring upon or within **Community** premises, regardless of whether such may be caused by or contributed to by **Community**'s negligence or the negligence of someone else, and also regardless of whether such may be caused by or results from fire, electricity, gasses, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause foreseen or unforeseen. **Resident** agrees, on behalf of **Resident** and **Resident's** family, occupants, guests, and invitees, to defend, indemnify, and hold **Community** harmless from and against any and all such claims, damages or losses, including all costs and attorney's fees related thereto. **Resident** agrees that **Resident's** successors, heirs, beneficiaries, and personal representatives are bound by the foregoing provisions of this Agreement.
- e. **Jurisdiction and venue.** In the event either party seeks to enforce the terms of this Agreement by bringing a State or Federal court action, the parties agree that the sole and exclusive venue for such legal proceedings are in the State or Federal courts located in Pinellas County, Florida. Both parties shall waive the personal jurisdiction defense.
- f. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida, without regard to principles of conflict of laws.
- g. **Pest Infestations.** **Resident** agrees to report any sign of bedbugs or other pests immediately to **Community Management**. **Community** is responsible for extermination of pests, excluding flea treatments if Resident owns a pet. Failure to notify **Management**, may result in termination of the lease. Wicker, rattan and similar types of furniture are not permitted.
- h. **Photography/Video Permission.** **Resident** understands that this community does have video surveillance in some hallways and common areas. **Resident** hereby grants permission to be photographed either by still camera or video, while residing in **Community**. **Resident** grants permission for any photos deemed appropriate by **Community** to be used for educational tools, marketing purposes and/or publicity release.

ELOPEMENT POLICY

Definition of Elopement

The facility defines elopement to mean a resident that has left the building without signing out or, given notification to anyone (staff member, family, or friend) that they are leaving the property. The property is defined as the area surrounding the Pinellas County Housing Authority grounds of Magnolia Gardens, Crystal Lakes and Lakeside Terrace. If a staff member is with the resident during the time that the resident is out of the building, or if the resident is within constant view of a staff member, this would not be considered an elopement.

Preventing Elopement of Residents

The facility will have an elopement drill at least twice a year to make staff aware of the circumstances where elopement can occur. The drills will include a scenario by randomly selecting a staff member to portray a resident who has eloped. The front desk personnel and the ALF staff will be included in the elopement drill.

In the case of an elopement, the following procedures must be followed:

- Note the time of incident
- Check Sign-In/Out Book
- Locate Elopement Policy Procedure Binder from either nurses station or front desk
- Follow Radio Announcement Procedure for missing resident
- Alert Resident Care Manager
- Start & complete thorough check of every room in the building. Every resident bathroom and bedroom, dining rooms, closets, including all areas outside of the building
- Call Family/Responsible Party to see if they took resident out of building without signing out
- If after 20-30 minutes resident is still not found, staff must call the Resident Care Director and Administrator
- Contact Pinellas County Sheriff's Department
- Must complete appropriate Incident Reporting Forms

Magnolia Gardens Specific Safeguards:

- Residents who are assessed as being at risk for elopement will have a photograph taken and placed at the front desk along with demographic information
- Monitors will be used in the common areas and hallways
- 24 hour awake staff
- Adequate staffing ratio
- Identification bracelets
- Keep low apartment lights on during the nighttime to avoid resident disorientation and anxiety
- Alarms on entry/exit doors

Elopement Assessment, Identification and Monitoring

All residents of the Community will be given an elopement assessment by the Administrator prior to move-in, and at any time when there is a change to a resident's condition to determine if they have the potential to wander. In cases in which the Administrator does not have a clear answer on whether the resident is a wanderer, the Administrator will meet with the Resident Care Director and other Resident Care staff to reach a final determination on the resident. If the resident has been identified with the potential to be a wanderer, an identification bracelet will be placed on the resident with the following information: resident name, facility name, facility address, and facility telephone number.