

(Program Name)

Assisted Living Respite Care Services Agreement

This Agreement is made as of this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Program”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(if applicable) (referred to hereafter as “Individual”).

# ACCOMMODATIONS, SERVICES, AND FEES

1. **Accommodations:** Individual will reside in apartment unit #\_\_\_\_\_\_\_ located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and will abide by the terms and conditions in this Respite Care Services Agreement. Only Individual may occupy the Apartment. In addition to the Apartment, Individual shall also have access to dining and activity areas within the Program specifically designated by the Program as common areas. The Individual is free to decorate his/her apartment as he/she wishes; provided such decorations abide by the Program’s policies and procedures. The Individual shall not make any structural or physical changes (wallpapering, painting, etc.) to the Apartment without the prior written consent of the Program’s Administrator (“Administrator”). The Individual may not change any lock or add any lock or locking device to the Apartment without the prior written consent of the Administrator. The Individual will keep the Apartment in a clean, safe, and habitable condition. The Individual shall not assign this Agreement, not sublet the Apartment, or any portion thereof, without prior written consent of the Program.
2. **Term:** This Agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ ("**Commencement Date**") and shall end on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (no more than thirty (30) consecutive days). If the Individual remains in the Program beyond 30 consecutive days and is otherwise eligible for admission into the Assisted Living Program, the Individual agrees to execute an Assisted Living Occupancy Agreement and related documents.

C. **Fees:** Individual shall pay the Respite Care Fee of $\_\_\_\_\_\_\_\_\_\_\_\_\_per day, without set-off, deduction or demand at the time of execution of this Agreement. At total Fee of $\_\_\_\_\_\_\_\_\_\_\_, shall be paid at time of admission.

D. **Services**: “Respite care services” means an organized program of temporary supportive care provided for 24 hours or more to a person in order to relieve the usual caregiver of the person from providing continual care to the person. Those services shall include:

1. **Dietary Service –** Three meals will be served on a daily basis in the Dining Room.
2. **Personal Care –** Based on completion of an assessment, the Program will determine the Individual’s personal care needs and will develop a service plan to address the personal care to be provided by the Program to the Individual.
3. **Housekeeping –** Housekeeping service is provided to residents according to the service package selected.
4. **Laundry** – Linen and towel laundry services are provided. Personal laundry service is available for an additional fee.
5. **Utilities and Public Service Fees –** All utilities costs excluding long distance phone service, cable television service and installation charges associated therewith are included. Local telephone service is included in all service packages.
6. **Maintenance**– Program will maintain all common areas and the exterior of the community and will be responsible for providing repair and maintenance in the apartment.
7. **Social and Recreational Programs –** The Program will provide a wide variety of social, recreational, educational and cultural programs for residents.

E. **Limitation of Services Provided:** Program is under no obligation to provide any service to Individual other than the Services set forth in this Agreement and identified in the Individual’s service plan. Program is specifically not obligated to supply optical, surgical, nursing or hospital services or any drugs, medicines, or other medical or medically related services. Individual is required to select a local physician and notify the Program in writing of the name, address, and telephone number of said physician. In the event that Program deems it is necessary to contact a physician regarding the Individual and the physician named by the Individual is unavailable, Program may, but shall not be obligated to, contact any other physician, and, when necessary, arrange for use of an emergency vehicle used to transport Individual to said physician or a medical program.

If medical services are required on a periodic basis or for a short-term illness, Program will assist the Individual in obtaining such services. Payment for these services shall be at the Individual’s sole cost and expense. Responsibility for initial acquisition and refilling of prescribed medications shall be specifically assigned to either the Representative, the Individual, or Program.

F. **Security Deposit:** On or before the date of this Agreement, Individual shall have deposited with the Program the amount of $\_\_\_\_\_\_\_\_\_\_\_ (not to exceed two months’ fees) (“Security Deposit”) as security for the performance by Individual of his/her obligations under this Agreement.

The Program shall, within thirty days from the date of termination of the Agreement and receipt of the Individual’s mailing address or delivery instructions, return the rental deposit to the Individual or Individual’s Representative or furnish to the Individual a written statement showing the specific reason for withholding of the rental deposit or any portion thereof. Individual expressly agrees that Program may withhold the rental deposit or any portion of the rental deposit in such amounts as are reasonably necessary for the following reasons:

1. To remedy a Individual’s default in the payment of rent or of other funds due to the Program pursuant to the Occupancy Agreement.
2. To restore the Apartment to its condition at the commencement of the Occupancy Agreement, ordinary wear and tear expected. If the rental deposit or any portion of the rental deposit is withheld for the restoration of the Apartment, the statement shall specify the nature of the damages.
3. To recover expenses incurred in acquiring possession of the Apartment from a Individual who does not act in good faith in failing to surrender and vacate the Apartment upon noncompliance with the Occupancy Agreement and notification of such noncompliance.

# OCCUPANCY REQUIREMENTS

* 1. **Representative and Attorney-in-Fact:** Individual designates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as the person to be contacted in case of emergency. Individual designates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(describe legal relationship - e.g. attorney in fact under durable power of attorney for health care decisions; guardian; other) as the individual who shall also be authorized to act on behalf of the Individual in the event the Individual is incapable of making his/her own health care decisions (hereinafter referred to as “Individual Representative”). If the Individual is the subject of a Guardianship or has executed a Durable Power of Attorney for Health Care or other document granting authority to a legal representative for health care decisions, Individual agrees to provide Program with a copy of the applicable document(s). Nothing herein, however, shall be construed as requiring Individual to execute a Durable Power of Attorney for Health Care as a condition of occupancy.

Individual designates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (describe legal relationship - e.g. attorney in fact under financial power of attorney; conservator; other) . If the Individual is the subject of a Conservatorship or has executed a financial Power of Attorney or other document granting authority to a legal representative the right to oversee the preservation and management of Individual’s financial affairs, Individual agrees to provide Program with a copy of the applicable document(s). If the Program requires, Individual shall also designate an individual who will have responsibility for the initial acquisition and refilling of prescribed medications in addition to where payment information should be forwarded. No Representative or Attorney-in-fact hereunder shall be an employee of the Program.

* 1. **Medical Determinations and Care:** Individual agrees to the release of copies of Individual’s medical records upon request of Program for purpose of making a determination concerning Individual’s health and Individual’s initial and continued capability to live in the Apartment. Within five (5) days after request by Program, Individual agrees to sign releases of such records as Program shall request. In assisting in making any such determination, Program will consult with Individual and Individual’s personal physician when reasonable and to the extent possible.
	2. **Smoking Prohibited:**  Program is a smoke-free complex. No smoking in any apartments or any of the common areas is permitted.
	3. **Maintenance by Program:** Program shall comply with the requirements of applicable building and housing codes materially affecting health and safety; make all repairs and do whatever is necessary to put and keep the Apartment in a fit and habitable condition; keep all common areas of the premises in a clean and safe condition, but Program shall not be liable for any injury caused by any objects or materials which belong to, or which may have been placed by, a Individual in the common areas of the premises used by Individual; maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by Program; provide and maintain appropriate receptacles and conveniences, accessible to Individual, for the central collection and removal of garbage, rubbish, and other waste incidental to the occupancy of the Apartment, and arrange for their removal; and supply running water and reasonable amounts of hot water at all times and reasonable heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of Individual and supplied by direct utility connection.
	4. **Maintenance by Individual:** Individual shall comply with all obligations primarily imposed upon Individuals by applicable provision of building and housing codes materially affecting health and safety; keep the part of the premises that Individual occupies and uses as clean and safe as the condition of the premises permit; dispose from the dwelling unit all rubbish, garbage and other waste in a clean and safe manner; keep all plumbing fixtures in the dwelling unit or used by Individual as clean as their condition permits; use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators in the premises; not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises, or knowingly permit a person to do so; and conduct himself or herself in a manner that will not disturb a neighbor’s peaceful enjoyment of the premises.
	5. **Access to Apartment by Program:** Program staff shall have the right, subject to Individual’s consent, which consent shall not be unreasonably withheld, to enter the Apartment in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the Apartment to prospective or actual purchasers, tenants, workmen or contractors, provided, however, that except in case of emergency, where it is impracticable to do so, or where pursuant to this Agreement the Individual has requested and consented to the provision of ongoing services to be provided in the Individual’s apartment, Program staff shall give the Individual at least 24 hours’ notice of the intent to enter.

G. **Policies and Procedures:** All existing Policies and Procedures concerning the Individual’s use and occupancy of the Program have been furnished to the Individual in writing in a Tenant Handbook. Additionally, Program may, from time to time, and in the manner provided by law, adopt further or amended written rules concerning the Individual’s use and occupancy of the Program premises. Any applicable policies and procedures not specifically addressed by the Tenant Handbook at the time of the Individual's admission to the program shall be in writing and provided to the Individual at the time of admission.

H. **Managed Risk Agreement:** A managed risk policy disclosure statement has been provided to the Individual as part of this Agreement.

# TERMINATION PROCEDURES

1. **Non-Payment of Rent:** In addition to the Program’s other remedies by law, if rent is unpaid when due, and Individual fails to pay the rent within three (3) days after notice by Program of nonpayment and the Program’s intention to terminate this Occupancy Agreement if the rent is not paid within that period of time, then Program may terminate this Occupancy Agreement.
2. **Termination:** This Respite Care Services Agreement may be involuntarily terminated where a change in the Individual’s condition or care needs may result in the need for the provision of services that exceed the type or level of services (i) allowed by regulation or (ii) permitted pursuant to the Occupancy Agreement. In those circumstances, the Program will provide written notice to the Individual of the need for discharge and the reason for the discharge. Transfer will occur within ten (10) days of the written notice, unless Section C applies.

The Program will terminate the Respite Care Agreement and initiate procedures which ensure a safe and orderly transfer of the Individual to an appropriate setting if the tenant meets one or more of the following conditions:

1. Is bed-bound;
2. Requires routine two-person assistance with standing, transfer, evacuation;
3. Is dangerous to self or other Tenants or staff, including but not limited to a Tenant who despite intervention chronically elopes (elope means that a tenant who has impaired decision-making ability leaves the program without the knowledge or authorization of staff.), is sexually or physically aggressive or abusive, or displays unmanageable verbal abuse or aggression or displays behavior that places another tenant at risk;
4. Is in an acute stage of alcoholism, drug addiction, or uncontrolled mental illness;
5. Is under age eighteen (18);
6. Requires more than part-time or intermittent health-related care; or
7. HHHHas unmanageable incontinence on a routine basis, despite an individualized toileting program,
8. Is medically unstable; or
9. Requires maximal assistance with activities of daily living, as such terms are defined in 481 Iowa Administrative Code § 69.1

C. **Emergency Transfer:** The Program shall have the right to immediately terminate this Respite Care Agreement without advance notice:

1. When the Individual’s health status or behavior constitutes a substantial threat to the health or safety of the Individual, other individuals residing, visiting or working at the Program.

2. When an emergency or a significant change in the Individual’s condition results in the need for the provision of services that exceed the type or level of services included in the respite care agreement and the necessary services cannot be safely provided by the Program.

D. **Discharge:** If the Program determines the Individual needs to be discharged, the Program will make proper arrangements for the welfare of the Individual prior to the involuntary termination of respite care services. The Individual specifically grants the Program the authority to arrange to transfer the Individual to an appropriate setting designated by the Individual. provided, however, in the absence of such designation by the Individual, Program may, but shall not be obligated to, designate a setting, including but not limited to a health care program, including Individual’s transportation to such setting and Program may take all necessary steps to so move the Individual. At the Individual’s option, the Individual agrees to pay all costs incurred by the Program for removal and/or storage of all property and possessions of Individual. In such instance, payment of the Respite Care Fee will cease on the date that the Individual authorizes the Program to remove and/or store the property of Individual.

E. **Holdover:** In the event this Agreement is terminated and the Individual refuses to leave the Apartment or Program premises, the Program shall be entitled to bring an action pursuant to Iowa Code Ch. 562A for possession against a Individual or person wrongfully in possession.

F. **Refund Policy:** In the event of transfer or discharge of the Individual due to the Individual no longer meeting occupancy criteria for residency in the Program, no notice is required and the net amount of any advance payments made by the Individual will be refunded as of the date personal belongings have been removed from the apartment.

# MISCELLANEOUS

1. **Grievance Policy:** Each Individual is encouraged to voice concerns or grievances and suggest changes in policies, services, treatment or care to program staff and/or to outside representatives of the Individual’s choice. Written forms are available at several locations through the Program for Individuals to use in voicing concerns or grievances. Grievances will be forwarded to the Administrator or designee for investigation and resolution. The Program shall not discriminate or retaliate in any way against a tenant, tenant’s family, or an employee of the program who files a complaint or grievance.
2. **Confidentiality:**  All Individual information, including, but not limited to, medical and family information, will be maintained in a confidential manner to the extent required under state and federal law.

1. **Contact Phone Numbers:**  The telephone number for filing a complaint with the Department of Inspections and Appeals is 1-877-686-0027. The telephone number for the Long-Term Care Ombudsman is 1-800-532-3213. The telephone number for reporting suspected dependent adult abuse is 1-877-686-0027.
2. **Limitation of Liability:** Program shall not be bound by any statements made by any person representing or purporting to represent Program unless set forth in writing in this Agreement or written amendments.

Program strongly encourages Individual to maintain personal liability and property insurance with reasonable policy limits thereby affording Individual adequate risk coverage.

Because the Program is unable to exercise control over the Individual’s personal effects, the Program strongly discourages the retention of items of exceptional value within Individual’s unit. The program strongly encourages the Individual to remove such items from the premises for safekeeping.

The terms and conditions of occupancy are governed by applicable state law as well as rights and remedies afforded under applicable law; that the Individual agrees that the Program shall not be liable in any way connected with the Individual’s or Individual’s guests’ or invitees’ negligence or intentional acts or omissions.

E. **Receipt of Information:** Individual by execution of this Agreement acknowledges receipt of copies of all procedures and policies governing Individual conduct and responsibilities; a list of the services available at Program; a signed Occupancy Agreement; the current schedule of all fees for such services. The Individual also acknowledges receiving the Program’s Emergency Response Policy, Program Staffing Policy, and Tenant Handbook.

F. **Notice:** Any notice to be given to Program shall be in writing and shall be deemed given if mailed by certified or registered mail or personally delivered to Program, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, attn. Administrator. Any notice to be given to Individual shall be deemed given if mailed by first class mail or personally delivered to Individual’s Apartment or to Representative.

G. **Construction of Agreement:**  This Agreement shall constitute the entire understanding between the parties and supersedes all prior discussions, writing and agreements between them. Should any one or more of the provisions of this Agreement be determined to be invalid or unenforceable in any respect, the remaining provisions shall not in any way be affected or impaired. This Agreement shall be governed by the laws of the State of Iowa. All amounts payable by this Agreement shall be deemed to constitute rent for all purposes under Iowa law. All terms stated on the face of this Agreement are deemed to be incorporated herein and made a part hereof. The parties acknowledge that their mutual promises and sums paid pursuant hereto shall be deemed full and sufficient consideration.

**PROGRAM:**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Executed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INDIVIDUAL:**

**INDIVIDUAL REPRESENTATIVE:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Executed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Executed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_