

# **THE LEGACY AT ST. JOSEPH'S ADMISSION AGREEMENT**

THIS ADMISSION AGREEMENT ("Agreement") is made by and between The Legacy at St. Joseph's ("Facility"), and \_\_\_\_\_ ("Resident") and shall commence on \_\_\_\_\_ ("Commencement Date").

## **RECITALS**

- A. WHEREAS, Facility owns and operates a Community Based Residential Facility ("CBRF") located at 9244 29<sup>th</sup> Avenue – Kenosha, WI 53143 that provides individuals with residence, personal and supportive services and up to three (3) hours of nursing care per week.
- B. WHEREAS, Resident has provided Facility with the information and documentation required for admission to Facility.
- C. WHEREAS, Facility desires to admit Resident to Facility and Resident desires to be admitted to Facility subject to the terms, conditions and legal obligations of this Agreement.

## **AGREEMENTS**

In consideration of the Recitals and mutual agreements that follow, the parties agree to the following terms and conditions:

### **Accommodations and Amenities**

- 1. **Room.** Resident shall occupy the room identified on the signature page of this Agreement (the "Room"), subject to the terms of this Agreement and Facility's policies and procedures, as amended from time to time. The Monthly Room Fee and the services are described in **Exhibit A**
- 2. **Furnishings.** Resident may furnish the Room with his or her own furniture, as space permits. Residents are encouraged to personalize their space. Residents may choose to provide themselves with small refrigerators, (3.3 cubic foot or smaller) for personal use. The Legacy at St. Joseph's will provide appropriately sized bed and mattresses with mattress pads, linens and towels, unless Resident chooses to bring their own. Resident shall remove from the Room and Facility's premises any personal possessions that violate local, state or federal laws, rules or regulations, that infringe on the rights of other residents or, in Facility's judgment, may be likely to endanger Facility employees, agents or representatives or other residents of Facility or which may result in higher premiums for the casualty insurance covering Facility. Resident / Family shall be responsible for removing all furnishings and personal belongings when vacating the Room, in accordance with this Agreement.
- 3. **Common Areas.** Resident is entitled to the reasonable, nonexclusive use of common areas within and serving Facility, which include: activity/lounge areas, chapel, community room, and beauty salon/barbershop. Such use is subject to Facility's policies and procedures. Facility reserves the right to reduce, increase or otherwise change from time to time the configuration, size, location or nature of the common areas

4. **Alterations.** Resident may make physical changes to the Room only with the prior written approval of Facility. Resident may not install in the Room any water containing furniture or electrical appliances (e.g. washing machines, dryers, dishwashers, air conditioners or other appliances) without the prior written consent of the Facility. Any such changes shall be made at Resident's own expense and shall be performed under the direction of Facility. Prior to granting approval of a change, Facility reserves the right to require a deposit in an amount sufficient to cover the cost of restoring the Room to Facility's satisfaction. Resident / Family shall be responsible for restoring the original decor when Resident vacates the Room, unless Facility specifically exempts Resident from this requirement. Any permanent alterations shall be the property of Facility and shall remain with the Room.

5. **Maintenance.** Facility will perform all necessary maintenance and repairs of the Room at Facility's expense. However, Resident will be responsible for reimbursing Facility for any repairs not caused by normal wear and tear. Facility will not do any repairs on any personal property of Resident.

### Services

1. **Basic Services.** Facility will provide Resident with occupancy of the Room, as well as heat, reasonable electricity, water, sewer, trash and recycling removal, basic cable/satellite television/WiFi connection, twenty-four (24) hour emergency notification system, smoke detector and fire sprinkler system and entry security system. Facility will provide or arrange for services based on Resident's assessed needs as set forth in the Individualized Service Plan, as amended from time to time. These services may include the following:
  - a. **Housekeeping and Laundry Services.** Facility will provide weekly housekeeping services for the Room. Facility will also provide laundry services for Resident's bed linens and bath linens. Personal clothing and items may be done by the facility at an additional charge, as outlined on **Exhibit B**.
  - b. **Food Service.** Unless inconsistent with Resident's Individualized Service Plan or short-term medical needs, Facility will provide Resident with three (3) meals per day served in the dining room or other designated common area. Snacks that meet Resident's individual nutritional needs are available twenty-four (24) hours per day, seven (7) days per week.
    - i. **Tray Service.** If approved by Facility, Facility may provide tray service to the Room during a temporary illness. If tray service is provided for Resident's convenience or longer than fourteen (14) days during a temporary illness, additional charges will apply, as outlined on **Exhibit B**.
    - ii. **Guest Meals.** Subject to Facility's availability to accommodate guests, Resident may invite guests to any meal or snack, but Facility reserves the right to require advance notice so that proper accommodation can be made. Resident will be charged extra fees for guest meals and guest snacks, as outlined on **Exhibit B**.
  - c. **Information and Referrals; Health Monitoring.** Facility will provide Resident with information and referrals to appropriate community services. Facility will also monitor Resident's condition and may make arrangements for physical health, oral health or mental health services unless otherwise arranged for by Resident.
  - d. **Leisure Time and Community Activities.** Facility will provide a program of social and recreational activities, both at and away from Facility. Some community activities may have additional charges.
  - e. **Family and Social Contacts.** Facility will provide Resident's family and friends with opportunities to visit and participate in activities at Facility
  - f. **Transportation.** Facility will make transportation arrangements for the Resident when needed for medical appointments, work, educational or training programs, religious services and for community activities of interest. The Resident will be charged for the actual transportation services, as outlined on **Exhibit B**.

g. **General Supervision.** Facility has awake staff available twenty-four (24) hours per day, seven (7) days per week to provide general supervision of Resident.

h. **Personal Care and Supportive Services.** Facility will provide personal care services for Resident based on the Resident's individualized needs as assessed by the Facility. The specific services will be set forth in the Resident's Individualized Service Plan and may include: (i) assistance in making medical and dental appointments; (ii) assistance with showering or bathing; (iii) assistance with daily dressing, grooming, toilet activities, and other personal hygiene activities; (iv) staff response to emergencies and sudden illnesses, including contacting Resident's personal physician and assisting with transferring Resident to an outside facility, if needed; (v) consultation with staff regarding social, financial or health-related problems and assistance linking Resident with available community resources; (vi) assistance with dining and ambulation; (vii) assistance with arranging appointments with professionals offering rehabilitation and home health services, for which Resident will be billed separately; (viii) nutritional supervision; and (ix) regular assistance with activities of daily living and more complex health conditions, as needed.

i. **Medication Administration and Instruction.** Facility will provide Resident with assistance and instruction regarding medication administration and or storage, as needed.

j. **Nursing Care.** Facility will provide Resident with up to, but not more than, three (3) hours of nursing care per week.

2. **Deposits with Facility.** Deposits with the Facility may not exceed \$150 total in their account. Facility will provide records of such deposits to Resident. If Facility has accepted written delegation of the authority to manage Resident's finances, Facility will provide Resident with a semi-annual accounting of Resident's funds
3. **Non-Emergency Medical Care.** When necessary, Facility will provide non-emergency medical care.
4. **Optional Services.** Facility makes available to residents certain "Optional Services" for an additional charge. Optional Services are set out in **Exhibit B**. Rates for such services are available upon request and are subject to change at the Facility's sole discretion. Resident acknowledges and understands that if he or she requires services that are not provided by Facility, Resident will be required to contract for such services or move to a care setting that provides such services. If resident contracts for additional care or services, the contracted service must be approved by Administration at The Legacy at St. Joseph's, **prior** to providing service to the Resident.
5. **Excluded Health-Related Services.** Facility shall not be responsible for furnishing or paying for any health care items or services not expressly included in this Agreement, including, but not limited to: physician services; podiatry services; therapy services; treatment for psychiatric disorders or alcoholism, health insurance policies; surgery; hospital care; treatment or examination of eyes or teeth; pharmacy services; medical supplies; medications, nutritional supplements, vitamins; eyeglasses; contact lenses; hearing aids; orthopedic appliances; prosthetic devices; laboratory tests; x-ray services; toiletries; and personal supplies. Facility may arrange for the availability of the above services through independent contractors.
6. **Limit on Services Provided.** As required by the Wisconsin Department of Health Services, Resident may receive no more than three (3) hours of nursing care per week while residing at Facility, whether provided or arranged for by Facility or arranged for by Resident.
7. **Recuperative Care.** Resident may exceed the three (3) hour nursing care limit if Resident is in need of recuperative care services for a period of thirty (30) days or less. Recuperative care services are services provided by Facility or by an outside provider approved by Facility for a period of thirty (30) days or less that are intended to assist Resident in recovering from an illness, injury, surgery or other acute condition, or to stabilize Resident's health or functioning. If an outside provider will be providing the additional nursing services, Resident

must comply with the outside provider requirements outlined in this Agreement.

8. **Hospice Care.** If Resident becomes terminally ill, Resident may receive unlimited hospice care by an outside provider who has a contract with Facility
9. **Admission Process.** Prior to moving into Facility, Resident shall participate in Facility's admission process, which includes, but is not limited to, the requirements set forth below. Facility reserves the right to reject applications for admission.
  - a. **Health Screening.** Resident shall submit to Facility documentation showing that Resident has been screened for clinically-apparent communicable diseases, including tuberculosis, within the previous ninety (90) days prior to admission or seven (7) days after admission. This testing shall include an Interferon Gamma Release Assay (IGRA) blood test, an X-ray or Mantoux 5TU PPD skin test. Such screenings must be conducted by a physician, physician assistant, nurse practitioner or licensed registered nurse using Centers for Disease Control and Prevention standards.
  - b. **Individualized Service Plan.** Resident shall agree upon an Individualized Service Plan.
  - c. **Assessment.** Resident shall actively participate in the completion of a Comprehensive Resident Assessment conducted by Facility personnel. Resident shall submit to Facility information from Resident's health care providers regarding Resident's current diagnostic, health and social history, as required by Facility to conduct the assessment, or shall authorize Resident's health care providers to release such information to Facility.
  - d. **Financial Information.** Upon request, Resident shall submit a financial statement and supporting data on the forms furnished by Facility
  - e. **Third Party Guarantor.** Resident shall arrange for a third party guarantor, as requested by Facility.
  - f. **Other Information.** Resident shall provide any other information necessary for Facility to assess Resident for admission and determine whether Resident meets Facility's Admission/Retention Criteria set forth in **Exhibit C**.

#### Fees

1. **Total Monthly Room Charge.** Included in the Total Monthly Room Charge is the Monthly Room Fee and the Optional Monthly Private Room Fee (**see Exhibit B**). Facility will provide Resident with a statement at the beginning of each month indicating the Total Monthly Room Charge due for the current month, for the services set forth in section 1 of this Agreement. Resident shall pay the Total Monthly Room Charge in the amount set forth on the signature page of this Agreement, in full by the fifteenth (15) day of the month billed.
2. **Monthly Personal Care Service Points.** Monthly Personal Care Service Points will be assigned based on individual care needs per assessment. An assessment of the Resident's Personal Care Service Points will be done each prior month for the next month's billing. Facility will provide Resident at the beginning of each month, the Monthly Personal Care Service Point's fee for the current month. The fee for Monthly Personal Care Service Points are payable in full by the fifteenth (15) day of each month billed.
3. **Fees for Optional Services / Supplies.** The Optional Services / Supplies (except for the Optional Monthly Private Room Fee, if applicable) that the Resident requests and Facility is willing to provide shall be as set forth in the Individualized Service Plan, as amended from time to time. Facility will provide Resident with a statement at the beginning of each month indicating the fees for Optional Services / Supplies for the prior month. The fees for Optional Services / Supplies are payable in full by the fifteenth (15) day of each month billed.

4. **Delinquent Accounts.** If Resident fails to pay the statement of charges balance in full within thirty (30) days of the due date, Facility may charge a late fee that is the lesser of \$10 or 5% of the unpaid balance. If the statement balance remains unpaid for thirty (30) days following receipt, Facility will send Resident a written notice instructing Resident to make payment immediately or to contact Facility's Administration, and stating that Resident will be discharged from Facility if payment is not received within thirty (30) days following receipt of the notice.
5. **Property Taxes.** Facility is currently exempt from general, real and personal property taxes ("Property Taxes"). In the event that Facility becomes subject to Property Taxes, Facility will so inform Resident and reserves the right to charge such Property Taxes (including taxes related to the rooms, improvements and all common areas in Facility) to the residents of Facility. Facility shall determine the portion of such Property Taxes to be attributed to each room in Facility ("Property Tax Share"). Facility will add the Property Tax Share to Resident's monthly statement and will increase Resident's Monthly Service Fee accordingly so as to include the Property Tax Share.
6. **Assessment Fee.** A \$1000 assessment fee will be charged if a resident is assessed for admission by the facility's R.N. AND is accepted for admission at The Legacy at St. Joseph's. This assessment fee is due on the date of admission.

If the individual is admitted and completes one (1) year of residence at The Legacy at St. Joseph's, he or she will be refunded \$500 of the assessment fee paid.

During the first 6 months following the date of initial admission, the facility shall refund the entire assessment fee when the resident is discharged or when the resident meets the terms for notification to the CBRF of voluntary discharge.

The facility shall return all refunds due an individual or resident under the terms of the admission agreement, within 30 days after the date of resident discharge or completion of one (1) year of residence.

7. **Entrance Fee.** Prior to admission, the Resident agrees to deposit one (1) month's Total Monthly Room Charge and one (1) month's projected Personal Care Service Point fee, as an entrance fee. In the event of transfer from the facility, death or voluntary or involuntary discharge, the entrance fee shall be refunded within thirty (30) days after the date of discharge provided all outstanding fees due in the facility are finalized and paid. The entrance fee may be used by the facility in settlement of any such outstanding balance with the remainder refunded to the Resident as set forth above.

#### Adjustments to Fees and Service

1. **Fees.** The Monthly Room Fee, Monthly Personal Care Service Points or fees for Optional Services may be changed from time to time at the discretion of Facility. Facility shall give Resident thirty (30) days' prior written notice of any change to such fees.
2. **Change in Condition.** If Resident has a change in condition or engages in behavior that Facility deems detrimental to Resident's health or safety, or the health or safety of any other facility resident or staff member, Facility may modify the services provided to Resident and the corresponding fees without advance notice to Resident. Resident shall agree to change his or her Individualized Service Plan to reflect such changes.
3. **Absences from Facility.** If Resident is temporarily absent from Facility, he or she must still pay the Total Monthly Room Charges. This policy applies to absences for any purpose, including for medical or nursing home care.

## Transfers

1. **Transfer to another Room.** Resident may request a transfer to another room within Facility when one becomes available. Facility shall, in its sole discretion, grant or deny requests for transfer. Residents who transfer to another room may be required to pay an administrative fee of \$500 and/or execute a written amendment to this Agreement.
2. **Substitution of Room.** Resident will not be involuntarily transferred to another room within Facility, except when necessary for medical reasons, Resident's welfare or the welfare of other Facility residents or staff. Facility will make reasonable efforts to provide Resident with thirty (30) days' notice of such transfers, unless an earlier transfer is necessary to protect the health, safety or welfare of any individual.
3. **Transfer outside the Facility.** If Facility determines Resident needs services that Facility cannot provide, Facility may transfer Resident to a hospital, nursing home or other appropriate facility. Facility will provide Resident with as much advance notice as reasonably possible.
4. **Release of Medical Records.** If the resident has a hospital, nursing home, or other health care facility stay during the term of this Agreement, Facility may request that Resident or Resident's legal representative sign an authorization that is legally sufficient to authorize the hospital, nursing home or other health care facility to release Resident's medical records to Facility for the purpose of evaluating whether a transfer may be appropriate. Resident or Resident's legal representative shall promptly execute such authorization.

## Term and Termination

1. **Term of Agreement.** This Agreement shall commence on the Commencement Date and shall automatically renew for successive one (1) year terms unless sooner terminated pursuant to this Agreement. Resident understands that the right to occupy and use the Room and to receive services at Facility is contingent upon Resident's timely payment of the Monthly Room Fee, Personal Care Service Points, Optional Services / Supplies and all other applicable charges and fees under this Agreement.
2. **Termination by Resident, No Cause with Written Notice.** Resident may terminate this Agreement by providing Facility with written notice. This Agreement will terminate thirty (30) days after Facility's receipt of Resident's written notice.
  - i. **Health-Related Terminations.** Resident may terminate this Agreement with less than thirty (30) days' prior written notice if Resident's relocation is necessary due to health reasons. Such terminations must be accompanied by a certification from Resident's physician and will be effective seven (7) days after Resident's relocation.
3. **Termination by Facility.** Facility may terminate this Agreement at any time for any of the following reasons by giving Resident or Resident's representative thirty (30) days' prior written notice.
  - (i) *Fails to Pay Fees.* Resident fails to pay fees or charges when due, after given a reasonable opportunity to pay.
  - (ii) *Requires Care, Facility Is Not Licensed to Provide.* Resident requires care other than that which Facility is licensed to provide
  - (iii) *Requires Care that Is Inconsistent with Facility's Program Statement.* Resident requires care which is inconsistent with Facility's program statement and which Facility is not required to provide under this Agreement or applicable regulations.

(iv) *Requires Medical Care.* Resident requires medical care that Facility cannot provide.

(v) *Creates Imminent Risk of Serious Harm.* There is an imminent risk of serious harm to the health or safety of Resident, other Facility residents or staff, as documented in Resident's record.

(vi) *DHS Removal.* As provided under Wisconsin Statutes section 50.03(5m).

(vii) *Other reasons permitted by Law.* Any other reason permitted by law, including for Resident's breach of this Agreement.

#### 4. **Vacating the Room**

*Meaning of Vacate.* Upon any termination of this Agreement, Resident shall vacate ("Vacate") the Room, which means: leaving the Room; removing all of Resident's personal property from the Room; and returning all keys to Facility. If Resident fails to return all keys, Facility will offset Resident's refund (if any) by the cost incurred for changing or re-keying the locks.

*Failure to Vacate.* If Resident fails to remove all of Resident's personal property from the Room, Facility may remove and store the property at Resident's expense. If Resident's property is not removed within thirty (30) days after the date of discharge, Facility may dispose of or sell the property. Facility will be held harmless for any loss or damage to Resident's property while in storage. Resident will be responsible for any damages that Facility suffers from Resident's delay or failure to vacate the Room. Resident shall continue to pay the Total Monthly Room Charge until he or she has vacated the Room.

#### **Refunds**

1. **Refund of Monthly Room Charges.** The Monthly Room Charges including any applicable private room fee, for the month in which discharge occurs shall be prorated to the date of discharge, provided that the Resident has vacated the Room as of the date of discharge. If any refund of the Monthly Room Charges is due, Facility will make the refund within thirty (30) days of the date that the Resident vacates the Room. However, if Resident fails to give advance notice of termination as required in this Agreement, Facility reserves the right to retain the Monthly Room Charges for the month in which the discharge occurs
2. **Refund of Monthly Personal Care Service Point Fee.** The Personal Care Service Points fee for the month in which discharge occurs shall be prorated to the date of discharge, provided that the Resident has vacated the Room as of the date of discharge. If any refund of the Personal Care Service Points Fee is due, Facility will make the refund within thirty (30) days of the date that the Resident Vacates the Room. However, if Resident fails to give advance notice of termination as required in this Agreement, Facility reserves the right to retain the Personal Care Service Fee for the month in which the discharge occurs.
3. **Recipient of Refunds.** Facility will pay all refunds to Resident or, in the event Resident is deceased, Resident's estate.
4. **Offset Against Refunds.** Facility has the right to reduce any refunds by (i) the amount of any unpaid Monthly Room Charges, Monthly Personal Care Service Point fee, Optional Services / Supplies or other charges that Resident may owe Facility under this Agreement; (ii) the cost of any repairs to the Room not caused by normal wear and tear; (iii) the cost of any repairs to Facility property that was damaged by Resident; and (iv) any expense Facility incurs to remove and/or store any of Resident's property that was not removed when Resident vacated the Room.

5. **No Interest.** Unless otherwise specified, all refunds are payable without interest.

### Resident's Property Rights and Obligations

1. **No Management or Property Interest.** This Agreement shall give Resident no property rights in Facility, or any of Facility's assets, and no management interest in Facility. In addition, Resident shall have no right to any of Facility's personal property, including furnishings and fixtures provided by Facility in the Room or in the common areas.
2. **Liability for Damage.** Resident shall reimburse Facility for any loss of or damage to Facility property, inside or outside of the Room, caused by Resident or Resident's family, agents, guests, invitees or visitors, excluding normal wear and tear. Resident shall indemnify and hold Facility harmless from all claims, damages, liabilities and expenses resulting from injury to any person(s) or damage to any property caused by or in any way connected with a negligent or intentional act or omission of Resident or any of Resident's family, agents, guests, invitees or visitors.
3. **Resident's Insurance.** Facility strongly recommends that Resident obtain, at Resident's own expense, insurance for the replacement value of Resident's personal property. Resident understands that Facility does not provide insurance coverage on Resident's personal belongings and understands that neither Facility nor its insurance carrier will provide reimbursement to Resident for any loss of or damage to personal belongings unless the damage is caused exclusively by the negligent act or omission of Facility. If a Resident is assessed by therapy to be safe with a motorized scooter, it is the responsibility of the Resident to obtain liability insurance for the scooter and its operation as set forth in *Exhibit C*.

### Representations of Resident

1. **Accuracy of Application and Admission Information.** Resident represents and warrants that all statements made and information provided during the application and admission process, including, but not limited to, the personal financial data, are true and correct.
2. **Adequacy of Resources.** Resident represents and warrants that Resident's available resources are adequate to meet his or her financial responsibilities, including those created by this Agreement.
3. **Age and Ability to Maintain Self.** Resident represents and warrants that Resident is at least 55 years of age or older and is able to maintain himself/herself at Facility without jeopardizing the health, welfare or safety of himself/herself, other Facility residents or staff.
4. **Reliance on Representations.** Resident understands that Facility has relied on the above representations in entering into this Agreement.

### Facility Policies

1. **Resident Policies.** Resident shall abide by the policies and procedures of Facility as they now exist and as they may later be amended, attached as *Exhibit D*. **Resident acknowledges that Facility may amend any policies and procedures at its sole discretion.**
2. **Obtain Financial Assistance.** Any time the Resident's resources are not adequate to meet Resident financial obligations under this Agreement, Resident shall make every reasonable effort to obtain such financial assistance as may be available.
3. **Treatment of Personnel.** Resident shall respect the cultural diversity of Facility personnel and treat all Facility personnel with respect, dignity and courtesy



4. **Pets.** With the exception of certified service animals (excluding any “comfort” animals), Resident’s pets are not allowed to live in the facility. For any visiting pet, the owner must first provide an up-to-date vaccination record, prior to visiting with their pet for the first time. This vaccination record will be kept on file in the facility and must be updated annually by the owner. The facility has the right to request the removal of any visiting pet, at any time.
5. **Resident’s Rights.** Resident shall have the specific rights enumerated in the attached **Exhibit E**, including the right to present grievances in accordance with the Grievance Policy attached as **Exhibit F**.
6. **Smoking.** Smoking including E-cigarettes or vaping pens is prohibited anywhere on The Legacy at St. Joseph’s grounds.
7. **Overnight Guests.** Resident is not permitted to have overnight guests, except with the prior approval of Facility. Facility, at its sole discretion, reserves the right to require any guest to leave the Resident’s room, Facility’s guest lodging or other Facility premises. Guest lodging may be available at The Villa at St. Joseph’s, for an additional charge, to be paid at the time of service as outlined in **Exhibit B**.
8. **Advance Directives and CPR Policy.**
  - (i) *Advance Directives.* Facility strongly suggests that Resident have advance directives in place in the event Resident becomes incapacitated. Advance directives include, but are not limited to, Living Wills, Powers of Attorney for Health Care, and Do Not Resuscitate Orders. Resident shall notify Facility and provide copies of such advance directives to Facility.
  - (ii) *CPR Policy.* Resident understands and agrees that in the event Resident goes into cardiac and/or pulmonary arrest, it is the Facility’s policy not to initiate cardiopulmonary resuscitation (“CPR”), but to call 911. If the resident does not want CPR performed on him or her, Resident should obtain a DNR bracelet from his or her physician. This bracelet informs paramedics that CPR should not be provided to the wearer of the bracelet.
9. **Outside Providers.** If a Resident will be using an outside provider to provide services to Resident at Facility, Resident must ensure the following requirements are met before the services are performed:
  - (i) Resident must inform Facility that an outside provider will be used; (ii) outside provider must be approved by Facility; (iii) outside provider must comply with Facility policies and procedures applicable to outside providers, as issued from time to time; (iv) Resident, the outside provider and Facility must enter into an Outside Provider Agreement; and (v) outside provider must complete a registration form. Facility reserves the right to reject such provider. Outside providers may not include individuals who are employed by the organization.
10. **Dangerous Materials.** Resident agrees not to store in the Room any firearms, explosive materials or any other items that in Facility’s judgment are likely to endanger Facility’s staff or other residents or may result in higher premiums for casualty insurance coverage of Facility.
11. **Emergency Information.** Resident agrees to provide Facility with immediate notice of any updates or changes to the emergency information form Resident completed as part of the admission process.

**Resident Financial Assistance**

- (i) Review of Circumstances by Facility. Failure to pay the Monthly Room Charges, Personal Care Service Point Fee, Optional Services / Supplies or any other charges described in this Agreement may be cause for termination of the Agreement. However, Facility will review situations in which the sole reason for Resident's inability to pay is insufficient funds that was not caused by the willful or negligent action of Resident, Resident's agent (under power of attorney, joint tenancy account or as co-signer on an account) or Resident's trustee (such as gifting of Resident's assets to others without regard to Resident's financial responsibility under this Agreement).
- (ii) Offer of Subsidization. If the facts, in the sole opinion of Facility, justify special financial consideration, Facility, to the extent public assistance of any sort is unavailable, may elect to partially or wholly subsidize or defer Resident's fees provided that such subsidy or deferral can be granted or continued without jeopardizing the ability of Facility to operate on a sound financial basis for the benefit of all residents. Such offers of subsidization shall not be required to meet any test of consistency.
- (iii) Obtain Outside Assistance. In the event Resident's finances are not sufficient to pay the Monthly Room Charges, Personal Care Service Point Fee, Optional Services / Supplies or other charges, Resident shall make every effort to obtain outside assistance, such as securing Family Care Funding, Social Security, Supplemental Income, Medicaid or other available benefits from any source. If the Resident so chooses, Resident may grant the Facility the right, at the expense of Resident, including any necessary attorneys' fees or costs, to initiate necessary proceedings on Resident's behalf to obtain all sources of income. Facility shall not be obligated to furnish subsidies which are available from any kind of public assistance. Subsidies furnished by Facility will be limited to the cost of care not covered by public assistance.
- (iv) Certification Regarding Dispositions. Resident certifies that neither Resident nor any other party have made any gifts, sales or other disposition of real or personal property or changes of beneficiaries under any insurance policies during the past five (5) years which has affected or may affect Resident's ability to meet his or her financial responsibility to Facility. Neither Resident nor any other party shall make any transactions during Resident's residency at Facility that may affect Resident's ability to meet his or her financial obligations to Facility. Resident shall not transfer any property to any trust at any time, except that Resident may transfer property to a trust that is created and revocable by Resident and whose assets are available to satisfy all claims against Resident both during Resident's life and after Resident's death. Resident shall not add parties as joint owners or as co-signers to any accounts, execute any durable powers of attorney, or transfer property to any trustee without providing prior notice to Facility. Facility shall have the right to require any agent in custody of Resident's funds to certify in writing that the agent will preserve Resident's financial ability to pay all of Resident's responsibilities under this Agreement.
- (v) Notification Regarding Acquisitions. If, while Resident is receiving public assistance or a subsidization or deferral from Facility, Resident acquires property or sources of income which were not taken into account at the time of the application to Facility, he or she shall promptly disclose the same to Facility. Impact of Subsidization on Refunds. Facility may deduct the cost of any fee subsidization or deferral it provides to Resident from any refund payable to Resident under this Agreement or any other Agreement with Facility

13. **Annual Medical Examinations.** Resident will undergo an annual medical exam, which shall include screening for communicable diseases, including, but not limited to, tuberculosis.
14. **Log Book.** Resident shall sign in the Log Book when leaving Facility and its grounds. If Resident will be away from Facility overnight or during a normal medication pass time, Resident shall report to Facility's Hospitality Desk prior to his/her departure to ensure proper medication dosage. The Log Book will be placed near the entrance of Facility
15. **Regulatory Disclosures.**

(a) Limitations on Public Funding. If Resident's ability to pay for the cost of care becomes exhausted, Resident may not be eligible for funding from public sources for residency at Facility. If Resident's funds are exhausted, Resident may be asked to leave Facility. In that event, Facility may request Resident, Resident's family, legal guardian, agent or designated representative to participate in finding alternative care.

(b) Availability of Information. Upon Resident's request, Facility will make available for Resident's review any of the following: (i) a copy of Wisconsin Administrative Code Chapter DHS 83; (ii) the results of all Department of Health Services license renewal visits, monitoring visits and complaint investigations, if any, for the period of twelve (12) months preceding Resident's request; and (iii) Resident record that Facility maintains for Resident. Copy fees will apply within applicable law, see **EXHIBIT B**.

(c) Examination of Records. Resident acknowledges that the Wisconsin Department of Health Services, any other governmental agency, or any credentialing organization may inspect Resident's care records as part of an evaluation of Facility.

(d) Notifications. Resident shall provide Facility with the names and contact information of individuals Resident would like Facility to inform of any changes in Resident's condition and information regarding Resident's health, safety, welfare and rights (**see Exhibit I**).

#### Miscellaneous

1. **Nature of Agreement.** This Agreement is not a lease, as Resident's occupancy of the Room is incidental to Facility's provision of medical and geriatric services. Resident's rights are limited to the rights and privileges granted under this Agreement. This Agreement does not involve the purchase of insurance.
2. **Release from Obligations.** Any termination of this Agreement shall terminate the obligation of Facility to furnish Resident with accommodations and services, and, upon payment of any refund provided for above, Facility shall be discharged from any further obligations under this Agreement
3. **Notices.** All notices required under this Agreement may be given in writing by personal delivery or by U.S. mail, first-class postage prepaid. Notices given personally will be deemed communicated when delivered, and notices given by U.S. mail will be presumed communicated by the third (3rd) day after mailing.

If to Facility:

The Legacy at St. Joseph's  
Attn: Asi Schmid-Dondero, Executive Director  
9244 29<sup>th</sup> Avenue  
Kenosha, WI 53143

4. **Amendment.** Except as otherwise provided in this Agreement, this Agreement may be amended only by an agreement in writing signed by Resident or Resident's legal representative and by an authorized representative of Facility.
5. **Assignment.** Facility reserves the right to assign this Agreement without Resident's consent.
6. **Governing Law.** This Agreement shall be governed by the laws of the State of Wisconsin.
7. **Headings and References.** All article and section headings used in this Agreement are provided only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
8. **Entire Agreement.** This Agreement, including all attachments, is the entire agreement between Resident and Facility and supersedes any and all other agreements, either oral or written, between Resident and Facility with respect to the subject matter of this Agreement.
9. **Waiver.** The failure of either Resident or Facility to demand, in any one or more instances, performance of any of the terms and conditions of this Agreement will not be construed as a waiver or a relinquishment of any right granted under this Agreement or of the future performance of any provision of this Agreement.
10. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining portions of this Agreement shall be separable and shall remain in full force and effect.
11. **Examination of Records.** Resident acknowledges that the Wisconsin Department of Health Services, any other governmental agency or any credentialing organization may inspect Resident's care records as part of an evaluation of Facility.
12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original, all of which together shall be deemed to be one and the same instrument.
13. **Legal Representative.** If applicable, this Agreement shall be signed by the person legally responsible for making health care decisions on behalf of Resident (*e.g., health care power of attorney or guardian of the person*) and any person who has legal access to the income and/or financial resources of Resident (*e.g., financial power of attorney or guardian of the estate*) (collectively "Legal Representative"). The term "Resident" as used in this Agreement shall be construed to mean "Resident and Legal Representative" unless the context does not so permit.
14. **Wheel Chair / Equipment.** Resident is responsible for providing for Resident's own wheelchair if needed. Facility may have wheelchairs available for purchase see **Exhibit B**. Resident is responsible for providing Resident's own wheelchair cushion, if needed. Facility may have cushions available for purchase.
15. **Motorized Scooter.** Resident is responsible for providing for Resident's own electric scooter. Prior to use, Resident must be assessed by the Therapy Department to ensure safe usage. Proof of Liability insurance must be presented to the facility prior to usage of the scooter and proof of insurance must be updated annually.
16. **Medicine.** Resident shall provide medications in a multi-dose and/or blister pack and labeling for quality control of administration as required by Facility, per **Exhibit G**.

17. **Disposal of Electronic Items.** Resident is responsible for disposing of any unwanted electronic items including, but not limited to televisions and computers. Facility will dispose of such items for Resident for an additional fee, see **Exhibit B**.

18. **Additional Documents.** Resident acknowledges that he or she has received the following additional documents, which are attached to and incorporated into this Agreement.

Exhibit A	Monthly Room Fee / Personal Care Service Point Charge Listing
Exhibit B	Optional Services / Supplies Listing
Exhibit C	Admission / Retention Criteria
Exhibit D	Rules and Guidelines of Facility
Exhibit E	Resident Rights
Exhibit F	Grievance Procedure
Exhibit G	Standards for Pharmacy Providers at The Legacy at St. Joseph's
Exhibit H	Authorization Form
Exhibit I	Management of Personal Funds

**EXHIBIT A**  
**The Legacy at St. Joseph's**  
**MONTHLY ROOM FEES**

Services and Charges  
Effective February 1, 2021

The Monthly Room Fee for a standard semi-private room is: \$4500.00 per month

Please see **EXHIBIT B** for private room cost.

**The rates for Monthly Room Charge includes:**

- Nurse available
- Resident Care Assistants / Certified Nursing Assistants on-site 24 hours per day
- Resident Monitoring System
- Medication Management
- Breakfast, Lunch and Dinner provided
- Nutritious snacks available
- Utilities: heat, electric, air conditioning, water, garbage, sewer and recycling
- Cable television
- Chaplaincy program and daily Mass
- Therapy services on site, social lounges , exercise / computer room and landscaped outdoor gardens
- Private areas for family events
- Individual service planning
- Activities, programs and special events
- Regularly scheduled shopping and activity outings
- Management of personal spending money

**The rates for Monthly Room Charge does not include:**

- **Medications and Treatments**
- **Physician, Psychologist, Psychiatrist Visits**
- **Incontinence Products or Personal Supply items**
- **Durable Medical or Testing Equipment**
- **Personal clothing**
- **Personal laundry or dry cleaning**
- **Disposable Medical supplies (catheter, ostomy care items, etc.)**
- **Beauty / Barber shop services**
- **Transportation services**
- **Oxygen therapy, Pulmonary Treatments**
- **Wound Care supplies**
- **Newspapers**
- **Therapy Services (Speech, Occupational, Physical)**

## PERSONAL CARE SERVICE POINT FEES

Personal care service points will be assigned based on individual care needs as per an assessment by The Legacy at St. Joseph's. These points will be reassessed monthly and as a result, residents only pay for the care that they need.

<u>CARE NEED</u>	<u>POINTS ASSIGNED</u>			
<b>GROOMING</b>	0	Independent	2	Extensive or dependent grooming assistance needed
	1	Limited Assist		
<b>DRESSING</b>	0	Independent	2	Extensive or dependent dressing assistance needed
	1	Limited Assist		
<b>EATING</b>	0	Independent	2	Feeding assistance needed
	1	Setup Needed		
<b>TOILETING</b>	0	Independent	2	Needs a routine bathroom schedule, transfers, or assistance with incontinent products
	1	Prompting Only		
<b>BATHING</b>	0	Independent	2	Needs extensive or total assistance with bathing, transferring and/or a complete bed bath
	1	Limited Assist		
<b>TRANSFERRING</b>	0	Independent	2	2 person transfer or lift used
	1	Limited Assist		
<b>MOBILITY</b>	0	Independent	2	Extensive – 2 person assistance with ambulation or completely dependent for wheelchair mobility
	1	Limited Assist		
<b>BEHAVIORAL NEEDS</b>	0	No problematic behaviors	2	Behavior affects self or others
	1	Needs monitoring or redirection		
<b>OTHER NEEDS</b>	0	No additional needs	2	Elopement risk
	1	Memory cueing		
<b>MEDICATIONS</b>	0	No medications or can self-administer	2	Advanced medications (IM injections, ear flush, etc.), frequent medication reviews/changes or medication passes in excess of routine
	1	Staff administers meds		
<b>SKIN</b>	0	Independent with	2	Wound care
	1	Preventative skin care		
<b>OTHER MEDICAL NEEDS</b>	0	No additional medical needs	2	Foley Catheter or Supra-Pubic
	1	Specialty Diet	2	Diabetes Management
	1	Weekly labs needed	2	O2, CPAP, BiPAP or SVN needed
<b>OTHER NEEDS</b>	1	Personal Laundry done by facility	2	Colostomy bag care and change
	1	As determined by Nurse and Administrator, noted on assessment		

### 1-2 Points as determined thru assessment by a Licensed Nurse

0 Points	\$ 0.00 /month
1 Points	\$ 197.00 /month
2 Point	\$ 369.00 /month
3 Point	\$ 585.00 /month
4 Points	\$ 771.00 /month
5 Points	\$ 992.00 /month
6 Points	\$ 1187.00 /month
7 Points	\$ 1386.00 /month
8 Points	\$ 1617.00 /month
9 Points	\$ 1789.00 /month
10 Points	\$ 1993.00 /month
11 Points	\$ 2219.00 /month

12 Points	\$ 2397.00 /month
13 Points	\$ 2617.00 /month
14 Points	\$ 2786.00 /month
15 Points	\$ 2993.00 /month
16 Points	\$ 3219.00 /month
17 Points	\$ 3389.00 /month
18 Points	\$ 3617.00 /month
19 Points	\$ 3785.00 /month
20 Points	\$ 3986.00 /month
21 Points	\$ 4175.00 /month
22 Points	\$ 4392.00 /month
23 Points and over	\$ 4525.00 /month

**EXHIBIT B****OPTIONAL SERVICES/SUPPLIES LISTING**

▪ <b>BEAUTY SHOP/BARBER SHOP</b>	Please visit the Beauty Shop for pricing or to make an appointment		
▪ <b>GUEST MEALS</b>	Breakfast / Lunch / Dinner		\$10 each
	Holiday		\$25 each
▪ <b>DELIVERY OF MEAL TO ROOM</b>	\$5 per delivery (except as outlined in admission agreement)		
▪ <b>STAFF ACCOMPANY TO APPOINTMENT / EVENT</b>			\$30 per hour
▪ <b>PRIVATE ROOM FOR EVENTS</b>	Complimentary. Please see Front Desk for reservations		
▪ <b>LAUNDRY MACHINES</b>	Laundry service (except for personal) is included in the Monthly Room Fee. Coin operated washers, dryers and laundry products are available to do your own, if you desire.		
▪ <b>PERSONAL FUNDS MANAGEMENT</b>	Complimentary but no more than \$150 in personal account. Please see Hospitality Desk for details		
▪ <b>PHONE SERVICE</b>	Service will need to be obtained through AT&T- 800-288-2020 or Spectrum 855-243-8892		
▪ <b>CABLE TELEVISION AND WIFI</b>	Basic cable and WIFI is provided, additional service may be purchased through Spectrum 855-243-8892		
▪ <b>HOSPICE SERVICES</b>	Please see the Administrator for details		
▪ <b>THERAPY SERVICES</b>	Please see the Administrator for details		
▪ <b>LIBRARY USE</b>	There is no charge for borrowing books or other items		
▪ <b>INCONTINENCE PRODUCTS AND SUPPLIES</b>	Please see Hospitality Desk for details		
▪ <b>SECOND PERSON FEE (RELATED PERSON IN SAME ROOM)</b>	\$4000 per month plus Personal Care Service Point Fee		
▪ <b>ADMINISTRATIVE SERVICES</b>	Black copies	\$ .10 copy	Local fax
	Postage: Current Postage Rate		FREE
			Long distance fax
			\$1.00
			Postal Scale Weight
			FREE
▪ <b>TRANSPORTATION</b>	Cost of transportation will be set by transportation company of your choice		
▪ <b>RESIDENT EVENTS</b>	Special resident events and outings may require an extra charge that will be posted prior to the event, participation is purely voluntary		
▪ <b>GUEST APARTMENT IN THE VILLA AT ST. JOSEPH'S (if available)</b>	\$50 Per night, charged at time of service		
▪ <b>WHEELCHAIR OR WHEELCHAIR CUSHION PURCHASE</b>	Wheelchair purchase based on market price and availability Cushion purchase based on market price and availability		
▪ <b>EXTRA KEY TO ROOM</b>			\$15 per key
▪ <b>WHEELCHAIR WASHING</b>			\$35 each wash
▪ <b>RESPITE CARE</b>	\$1000 Assessment Fee \$200 per day, (minimum 7 day stay) plus Resident Care Service Points		
▪ <b>COMPUTERIZED PERSONAL SHOPPING SERVICE WITH DELIVERY TO FACILITY (based on availability of staff)</b>	\$50 per shopping trip plus cost of items and shipping See Hospitality Desk for Personal Shopper Service		
▪ <b>PRIVATE ROOM FEE</b>	Small Private with Shared Bath		\$32.00 per day
	Small Private with Private Bath		\$42.00 per day
	Large Private with Private Bath		\$52.00 per day
	Extra Large Private with Private Bath		\$62.00 per day
	2 Room Suite with Private Bath		\$82.00 per day
	Jack and Jill Suite		\$102.00 per day
▪ <b>DISPOSAL OF ELECTRONIC ITEMS</b>			\$40 per item
▪ <b>BATH / SHOWER IN EXCESS OF TWO (2) TIMES PER WEEK</b>			\$20 each bath / shower



**EXHIBIT C**  
**The Legacy at St. Joseph's**  
**ADMISSION/RETENTION CRITERIA**

**In accordance with the regulations governing CBRFs, residents must demonstrate that they meet the following criteria in order to be considered for admission and continued stay at Facility.**

1. Do not have an ambulatory or cognitive status that is inconsistent with Facility's license classification of class "C" non-ambulatory (CNA) CBRF for the elderly and the handicapped.
2. Are not destructive of property or self, or physically or mentally abusive to others, unless Facility has sufficient resources to care for such an individual and is able to protect the Resident and others.
3. Do not require more than three (3) hours of nursing care per week except for a temporary condition needing more than three (3) hours of nursing care per week for no more than thirty (30) days, or unless the Department of Health Services grants a waiver from this requirement.
4. Do not require twenty-four (24) hour supervision by a Registered Nurse or a Licensed Practical Nurse.
5. Do not have chronic personal care needs that cannot be met by Facility or a community agency.
6. Do not require chemical or physical restraints, except as may be authorized by law.
7. Do not require care above intermediate level nursing care.
8. Are not incapacitated, unless the person has a health care agent under a valid and properly activated power of attorney for health care, or a court-appointed guardian, except for the admission of an incapacitated individual who does not have such a legal representative and who is admitted directly from the hospital according to the provisions of Wisconsin law.
9. Have physical, mental, psychiatric and social needs that are compatible with Facility's client group as described in Facility's program statement.
10. Have entered into an Individualized Service Plan and agree to revise the Individualized Service Plan when there is a documented and significant medical reason for doing so
11. Fifty -five years or older.
12. Able to eat independently or willing to accept assistance to maintain safety.
13. Perform activities of daily living or accept assistance as needed to maintain safety and hygiene.
14. Walk safely or use support equipment (cane, walker, wheelchair or motorized scooter) safely and independently or accept assistance as needed. Therapy evaluation to determine safety and appropriateness will be required prior to Resident utilizing a motorized scooter. Resident will be responsible for the cost of the evaluation. LIABILITY INSURANCE IS REQUIRED FOR MOTORIZED SCOOTER AS SET FORTH IN PARAGRAPH 15 OF THE MISCELLANEOUS SECTION OF THE AGREEMENT.

15. Able to transfer independently or with assistance from one-two person, or with use of a mechanical lift.
16. Able to maintain or accept assistance to maintain a safe and sanitary environment, free from hazards.
17. Not at risk of injury to self or others.
18. The Legacy at St. Joseph's does not allow smoking on any of its grounds, including e-cigarettes or vaping pens.
19. Provide documentation of physical and TB test, within 90 days prior to admission. A positive TB test will necessitate a follow-up chest x-ray.
20. Annually, documentation shall be submitted consisting of a yearly physical or documentation of visits that occurred since last physical
21. Provide a copy of advanced directives that are in place, such as, Power of Attorney for Health Care, Durable Power of Attorney for Finances, Living Will and Do Not Resuscitate form
22. Provide documentation if there is a psychiatric history.
23. Participate in a pre-admission face-to-face assessment.

**Discharge or Transfer Initiated by The Legacy at St. Joseph's:**

The Legacy retains the right to involuntarily discharge a Resident with a 30-day written advance notice. The notice will list the need for and possible alternatives to the discharge. Assistance with relocation to ensure suitable arrangements are made to meet the needs of the Resident will be available.

1. Nonpayment of charges, following a reasonable opportunity to do so.
2. There is imminent risk of serious harm to the health or safety of the Resident, other Residents or employees, as documented in the Resident's record.
3. Care is required beyond that of the CBRF license classification.
4. Care is required that is inconsistent with The Legacy at St. Joseph's program statement and beyond that which The Legacy at St. Joseph's is required to provide under the terms of the admission agreement or applicable regulations.
5. Medical care is required that The Legacy at St. Joseph's cannot provide.
6. As provided under Wisconsin Statutes section 50.03(5m).
7. Any other reason permitted by law, including for Resident's breach of this Agreement.

**EXHIBIT D**  
**The Legacy at St. Joseph's**  
**HOUSE RULES AND GUIDELINES**

Welcome home to The Legacy at St. Joseph's. We are so pleased you have decided to make The Legacy your new home and we want to do everything possible to assist you in your transition.

For the mutual benefit and safety of all Residents of The Legacy at St. Joseph's, the following guidelines are in effect:

1. Meals

Breakfast: 8:00 am – 9:00 am.

Lunch: 12:00 pm - 1:00 pm

Supper: 5:30 pm - 6:30 pm

In order to provide for timely meal service, Residents are requested to be present in the dining room at these times.

When appropriate, Residents may invite guests to The Legacy for meals with four (4) hour notice, please see **Exhibit B** for meal cost.

2. Bed linens and towels are cleaned weekly and as needed. Personal laundry may be done in the resident laundry room or if you would like facility staff to do your personal laundry, please see Personal Care Service Points for the cost.
3. Residents must bathe at least weekly. Residents are expected to wear a clean change of clothing and change as necessary.
4. Residents must keep rooms free of clutter to avoid safety concerns.
5. Alcohol can be kept in resident rooms, unless the resident demonstrates unsafe behaviors.
6. Smoking including e-cigarettes or vaping pens is prohibited at anywhere on the grounds of The Legacy at St. Joseph's.
7. Residents are required to sign in and out of the log book when leaving and returning to the grounds of The Legacy at St. Joseph's.
8. All electrical fixtures including extension cords must be approved by Administration to ensure resident safety and fire protection for all residents.
9. Individual resident room keys are available upon resident request, provided that the resident demonstrates ability to safely use the key.
10. Residents are asked to bring with them, upon admission to The Legacy at St. Joseph's:
  - \*Personal toiletries, e.g. toothbrush, toothpaste, all personal items, e.g. incontinence products, wipes, etc.
  - \*Medical supplies, e.g. dressings, Band-Aids, splints, razors, ace wraps, etc.
11. Residents are encouraged to bring personal items for their rooms, such as pictures and other items as long as the room is not unsafely cluttered.

- 12. Residents may not bring or permit others to bring any prescription medicine, or over-the-counter drugs into The Legacy at St. Joseph’s without prior permission from the Licensed Nurse, and within the parameters of their physician orders.
- 13. Residents must be appropriately dressed while in the common areas of The Legacy at St. Joseph’s. This includes ensuring that personal hygiene habits have been observed.
- 14. All food items in resident rooms need to be in containers with lids and stored properly.
- 15. Residents are permitted to visit with representatives from state and federal agencies, clergy, personal physician or legal representative.
- 16. A Resident or their Guardian may withdraw an individual’s visiting privileges at any time.
- 17. Residents may have visitors as he/she permits or deny visitors as he/she permits.
- 18. Visitor Responsibilities:
  - Visitors should not visit if they are feeling ill.
  - Visitors must follow transmission-based precautions (wash hands, cough into sleeve, etc.) and use personal protective equipment (gloves, masks, gowns, etc.) as instructed.
  - Visitors may not interfere with the plan of care or the provision of care.
  - Visitors may not compromise DQA requirements.
  - Visitors must be considerate and respectful of resident, other residents and their visitors, staff, facility, and other resident’s property.
  - Visitors must cooperate with disaster plans and drills.
  - Must sign in when entering the building and sign out when leaving.
- 19. Visitors could be asked to leave if:
  - Resident requests.
  - Visits are medically contraindicated (the resident is contagious and/or the visitor is contagious, etc.)
  - They are inebriated or disruptive
  - They endanger the safety of the resident, other residents, or staff.
  - They are disturbing or abusive to the resident, other residents, or staff.
  - There are any other issues that could be deemed dangerous or have a negative impact on the resident.

**Resident:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**OR**

**Legal Representative (Health Care):**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Authority: (e.g. Activated Power of Attorney for Health Care, Guardian of the Person)

\_\_\_\_\_  
Date

**EXHIBIT E**  
**The Legacy at St. Joseph's**  
**RESIDENT RIGHTS**

Every resident of The Legacy at St. Joseph's has the following rights. The Legacy encourages residents to exercise their rights and maintain policies, procedures, and programs to ensure that the rights of each resident are protected by all personnel.

RESIDENTS HAVE THE RIGHT TO :

1. a. *Communications.* Make and receive telephone calls within reasonable limits and in privacy. The Legacy shall provide at least one non-pay telephone for resident use. The Legacy may require residents who make long distance calls to do so at the resident's expense. Private and unrestricted communications with the resident's family, physician, advanced practice nurse prescriber, attorney, and any other person, unless medically contraindicated as documented by the resident's medical record, except that communications with public officials or with the resident's attorney shall not be restricted in any event. The right to private and unrestricted communications shall include, but is not limited to, the right to:
  - (i) Receive, send and mail sealed, unopened correspondence, and no resident's incoming or outgoing correspondence shall be opened, delayed, held or censored.
  - (ii) Opportunity for private visits. S.50.09(1)(a), Stats))
- b. *Confidentiality.* Confidentiality of health and personal information and records, and the right to approve or refuse release of that information to any individual outside The Legacy, except when the resident is transferred to another facility or as required by law or third-party payment contracts and except as provided in s. 146.82(2) and (3), Stats. The Legacy shall make the record available to the resident or resident's legal representative for review. Copies of the record shall be made available within 30 days, if requested in writing, at a cost no greater than the cost of reproduction. S.50.09(1)(f) (3), Stats)
- c. *Free from labor.* Not be required by The Legacy to perform labor that is of any financial benefit to The Legacy. The Legacy may require personal housekeeping of the resident without compensation if it is for therapeutic purposes and is part of, and clearly identified in the resident's individual service plan. (S.50.09(1)(g), Stats)
- d. *Freedom from mistreatment.* Be free from physical, sexual and mental abuse and neglect, and from financial exploitation and misappropriation of property.
- e. *Freedom from seclusion.* Be free from seclusion.
- f. *Freedom from chemical restraints.* Be free from all chemical restraints.
- g. *Freedom from physical restraints.* Be free from physical restraints except upon prior review and approval by the department upon written authorization from the resident's primary physician or advanced practice nurse prescriber as defined in s. N 8.02(2). The department may place conditions on the use of a restraint to protect the health, safety, welfare and rights of the resident.
- h. *Receive medication.* Receive all prescribed medications in the dosage and at intervals prescribed by a practitioner. The resident has the right to refuse medication unless the medication is court ordered.
- i. *Prompt and adequate treatment.* Receive prompt and adequate treatment that is appropriate to the resident's needs within the capacity of the facility. (S. 50.09(1)(l), Stats)
- j. *Treatment options.* Participate in the planning of care and treatment, be fully informed of care and treatment options and have the right to refuse any form of care or treatment unless the care or treatment has been ordered by a court. (S.50.09(1)(n), Stats)

- k. *Self-determination.* Make decisions relating to care, activities, daily routines and other aspects of life which enhance the resident's self-reliance and support the resident's autonomy and decision making.
- l. *Least restrictive environment.* Have the least restrictive conditions necessary to achieve the purposes of the resident's admission. The Legacy may not impose a curfew, rule or other restriction on a resident's freedom of choice.
- m. *Recording, filming, photographing.* Not be recorded, filmed or photographed without informed, written consent by the resident or resident's legal representative. The Legacy may take a photograph for identification purposes. The department may photograph, record or film a resident pursuant to an inspection or investigation under s. 50.03(2), Wis. Stats., without his or her written informed consent.
- n. *Safe environment.* Live in a safe environment. The Legacy shall safeguard residents from environmental hazards to which it is likely the residents will be exposed, including both conditions that are hazardous to anyone and conditions that are hazardous to the resident because of the residents' conditions or disabilities.
- o. Use the licensed, certified or registered provider of health care and pharmacist of the Resident's choice. (S.50.09(1)(m), Wis. Stats)
- p. Be treated with courtesy, respect and full recognition of the resident's dignity and individuality, by all employees of the facility and licensed, certified or registered providers of health care and pharmacists with whom the resident comes in contact. (S.50.09(1)(e), Wis. Stats)
- q. Physical and emotional privacy in treatment, living arrangements and in caring for personal needs, including, but not limited to:
  - [50.09\(1\)\(f\)1.](#) **1.** Privacy for visits by spouse or domestic partner. If either both spouses or both domestic partners under [ch.770](#) are residents of the same facility, the spouses or domestic partners shall be permitted to share a room unless medically contraindicated as documented by the resident's physician or advanced practice nurse prescriber in the resident's medical record.
  - [50.09\(1\)\(f\)2.](#) **2.** Privacy concerning health care. Case discussion, consultation, examination and treatment are confidential and shall be conducted discreetly. Persons not directly involved in the resident's care shall require the resident's permission to authorize their presence.
  - [50.09\(1\)\(f\)3.](#) **3.** Physical restraints may be used in an emergency when necessary to protect the resident from injury to himself or herself or others or to property. However, authorization for continuing use of the physical restraints shall be secured from a physician or advanced practice nurse prescriber within 12 hours. Any use of physical restraints shall be noted in the resident's medical records. "Physical restraints" includes, but is not limited to, any article, device, or garment that interferes with the free movement of the resident and that the resident is unable to remove easily, and confinement in a locked room. (S.50.09(1)(k), Wis. Stats)
- r. Retain and use personal clothing and effects and to retain, as space permits, other personal possessions in a reasonably secure manner. (S.50.09(1)(i), Wis. Stats)
- s. Meet with, and participate in activities of social, religious, and community groups at the resident's discretion, unless medically contraindicated as documented by the resident's physician or advanced practice nurse prescriber in the resident's medical record. (S.50.09(1)(h), Wis.Stats)
- t. Present grievances on the Resident's own behalf or others to the facility's staff or administrator, to public officials or to any other person without justifiable fear of reprisal, and to join with other residents or individuals within or outside of the facility to work for improvements in resident care. (S.50.09(1)(b), Wis.Stats)
- u. Manage the Resident's own financial affairs, unless the resident delegates such responsibility to someone else of the resident's choosing and that person accepts the responsibility.

- v. The facility shall have a legible, accurate accounting method for tracking residents' cash and shall include a record of any deposits, disbursements and earnings made to or on behalf of the resident. The facility shall provide a receipt to the resident or the resident's legal representative for all expenditures in excess of \$20. The facility shall provide a written report of the resident's account to the resident or the resident's legal representative at least every 6 months. Upon written request from the resident or resident's legal representative, the facility shall provide a written monthly account of any financial transactions.
  
- w. Be fully informed, in writing, prior to or at the time of admission of all services included in the per diem rate, other services available, the charges for such services, and be informed, in writing, during the resident's stay of any changes in services available or in charges for services. (S.50.09(1)(d), Wis. Stats)
  
- x. Be transferred or discharged, and be given reasonable advance notice of any planned transfer or discharge, and an explanation of the need for and alternatives to the transfer or discharge. The facility to which the resident is to be transferred must have accepted the resident for transfer, except in a medical emergency or if the transfer or discharge is for nonpayment of charges following a reasonable opportunity to pay a deficiency. No person may be involuntarily discharged for nonpayment under this paragraph if the person meets all of the following conditions:
  - [50.09\(1\)\(j\)1.](#) **1.** He or she is in need of ongoing care and treatment and has not been accepted for ongoing care and treatment by another facility or through community support services.
  - [50.09\(1\)\(j\)2.](#) **2.** The funding of his or her care in the nursing home or community-based residential facility under s. [49.45 \(6m\)](#) is reduced or terminated because of one of the following:
    - [50.09\(1\)\(j\)2.a.](#) **a.** He or she requires a level or type of care which is not provided by the nursing home or community-based residential facility.
    - [50.09\(1\)\(j\)2.b.](#) **b.** The nursing home is found to be an institution for mental diseases, defined under [42 CFR 435.1009](#). (S.50.09(1)(j), Wis. Stats)

**EXHIBIT F**

**The Legacy at St. Joseph's**  
**GRIEVANCE POLICY AND PROCEDURE**

**Policy**

A resident who wishes to voice a grievance, concern, complaint, or to recommend changes in policies and services at The Legacy at St. Joseph's ("Facility") may exercise this right at any time. Residents may do so free from restraint, interference, coercion, discrimination or reprisal. Anyone who wishes to discuss any issue may speak with Facility staff or to outside representatives of their choice. All residents will receive a copy of this Grievance Policy and Procedure.

A resident or any individual on behalf of the resident may file a grievance with the Facility, the department, the resident's case manager, if any, the Board on Aging and Long Term Care, Disability Rights Wisconsin, Inc., or any other organization providing advocacy assistance. The resident and the resident's legal representative shall have the right to advocate throughout the grievance procedure.

**Procedure**

1. Residents may present complaints orally or may submit written complaints in any form to the Administrator or designee.
2. If Resident makes a complaint orally to a Facility employee, the employee will then write down the complaint on the "Grievance Complaint Form" and forward it to the Administrator or designee.
3. All complaints received by Facility will undergo a prompt investigation of the facts associated with the grievance. Facility will ensure that a person authorized to take corrective action is involved in the grievance investigation and resolution.
4. Any person assigned to investigate the facts will not have had any involvement in the issues leading to the grievance.
5. After the investigation of the grievance is complete Facility will provide to Resident who submitted the complaint and/or to the designated representative, if any, the following information: (a) a summary of the grievance; (b) Facility's findings and conclusions; and (c) any corrective action taken.
6. If a resident does not feel that the findings, conclusions and corrective action(s) are satisfactory, the grievance will be taken to the Carmelite Sisters, DCJ for review.
7. In addition to the above internal grievance procedure, residents may write or phone complaints to:
 

1) Wisconsin Ombudsman Program 1402 Pankratz Street, Suite 111 Milwaukee, Wisconsin 53203-1664 (800) 815-0015	2) Division of Quality Assurance, Bureau of Assisted Living Southeastern Regional Office 819 6th Street, Room 609B Milwaukee, WI 53203-2005 (414) 227-2005
3) Kenosha County Aging & Disability Resource Center 8600 Sheridan Road Kenosha, WI 53143 262-605-6646 or 800-472-8008	4) Disability Rights Wisconsin 6737 W. Washington St., Suite 3230 Milwaukee, WI 53214 414-773-4646



**EXHIBIT G**  
**The Legacy at St. Joseph's**  
**STANDARDS FOR PHARMACY PROVIDERS**

Pharmacy will provide multi-dose packaging of medications, and will do so no more than three days prior to delivery to The Legacy at St. Joseph's, to minimize error following medication changes.

- Pharmacy will give information to The Legacy at St. Joseph's about special requirements for medication use or administration.
- Pharmacy will attach auxiliary labels to the containers as required in the Code of Federal Regulations, 42 CFR § 383.60(d).
- Pharmacy will have a resident medication profile that allows checking for drug interactions, allergies and duplications before the prescription is filled and sent to The Legacy. Any concerns identified by the providing Pharmacist must be brought to the attention of The Legacy representative and the prescribing Physician.

Currently, our contracted Pharmacy meets the above standards. Should you wish for another Pharmacy to be reviewed as a potential provider, please notify Administration. Any other potential Pharmacy provider must meet the same standards as the current contracted Pharmacy for The Legacy.

**EXHIBIT H**

**The Legacy at St. Joseph's  
AUTHORIZATION FORM**

Resident Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Med. Record # \_\_\_\_\_

1. I understand that I am under no obligation to sign this form and that the person(s) and/or organization(s) described below who I am authorizing to use and/or disclose my health information may not condition treatment, payment, enrollment in a health plan or eligibility for health care benefits on my decision to sign this authorization.
2. I authorize The Legacy at St. Joseph's ("Facility") to take photographs of me attending/participating in Facility-sponsored events and activities and use/disclose these new photographs along with previously taken photographs of me at Facility for purposes of Facility displays and informational and marketing materials relating to Facility. These photographs may also be disclosed to media sources, including local newspapers and television stations, interested in publishing a story about long-term care facilities. I also authorize Facility to post within Facility, basic identifying information, such as my name, date of birth and date of death, for purposes of Facility notifications, which may include birthday or death announcements.
3. I authorize the Legacy at St. Joseph's to disclose medical information as permitted by law to the following persons (ie family, friends, etc.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. I understand that I have the right to revoke this authorization at any time. I also understand that my revocation of this authorization must be in writing. To obtain a copy of an authorization revocation form I may contact the Privacy Officer of The Legacy at St. Joseph's (Asi Schmid-Dondero) or her designee. I am aware that my revocation will not be effective to the extent the person(s) and/or organization(s) identified above have already acted in reliance upon this authorization.
5. I understand that if the person(s) and/or organization(s) listed above are not health care providers, health plans or health care clearinghouses that are subject to the federal privacy standards, such person(s) and/or organization(s) may re-disclose my health information without obtaining my authorization.
6. This authorization will be effective until terminated by Resident.

**Resident:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**OR**

**Legal Representative (Health Care):**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Authority: (e.g. Activated Power of Attorney for Health Care, Guardian of the Person)

\_\_\_\_\_  
Date

**EXHIBIT I****The Legacy at St. Joseph's  
MANAGEMENT OF PERSONAL FUNDS****1. Resident Access**

Residents have the right to manage and control their financial affairs, including using their funds as they wish. Options to access personal funds include purchasing a safe or locked box to keep in their possession, having their own bank account at a local community bank, establishing a resident account at the facility, or any method of their choosing to the extent of their functional capability. Residents are not required to deposit their personal funds with this facility, but upon written authorization of the resident or legal representative, the facility will hold, safeguard, manage and account for the resident's personal funds up to \$150 deposited with the facility, in accordance with the following:

- a. The facility shall establish and maintain on the resident's behalf a system that assures a full, complete and separate account according to generally accepted accounting principles of each resident's personal funds entrusted to the facility. The system shall:
  - Preclude any commingling of resident funds with facility funds or with the funds of any person other than the resident, and preclude facility personnel from using resident's monies as their own.
  - Separate residents' monies intact and free from any liability that the facility incurs in the use of its own or the facility's funds.
  - For records of residents: Monies which are maintained as drawing account, include a control account for all receipts and expenditures and an account for each resident and supporting receipts filed in chronological order
  - Keep each account computerized with debits, credits and balances.
  - Keep a copy of the receipt that is furnished to the resident for funds received by the facility
  - for deposit or withdrawn by the resident for use.
- b. Residents can access their resident account seven (7) days per week between 8:00 am – 4:30 pm at the Hospitality Desk. The resident may choose at any time to obtain funds from other sources such as ATMs or banks when the funds cannot be accessed within the facility.
- c. Resident will sign and be given a paper receipt of all deposits or withdrawals from their account at the time of transaction.
- d. The facility shall make individual financial records available to the resident or the resident's legal representative at least every 6 months.
- e. Within 14 days of discharge of a resident, the facility shall provide to the resident or the resident's legal representative a written final accounting of all the resident's funds and shall disburse any remaining money to the resident or the resident's legal representative.
- f. The resident may choose to change their method for accessing his/her funds with 72 hours' notice to the facility.
- g. The resident must sign a statement acknowledging his/her receipt of information about the available options for access to funds.

**2. Staff Access**

Transactions will be documented in the resident’s computerized trust account along with the staff member accessing the account. The following staff members have access to the resident’s trust account.

- a. Administrator
- b. Hospitality Hostess
- c. Client Relations and Accounting Manager
- d. Billing Manager

The Executive Director will audit the resident trust account for compliance. All staff able to access resident’s trust accounts will be trained on this policy prior to access.

Residents will have the choice to authorize the facility to withdraw funds to pay for Beauty Shop and Transportation costs without signing an additional receipt.

**3. Limitations**

- a. No facility licensee, administrator or staff member may do any of the following:
  - Sell to or purchase from a resident or prospective resident real or personal property
  - Accept or borrow money from a resident or prospective resident
  - Be appointed as power of attorney for any resident unless related to the resident by blood or adoption
  - Accept gifts from a resident except for gifts of nominal value
  - Require that employment paychecks and other types of income be signed over or given to the facility
  - Withdraw any funds from a resident’s personal account other than with permission of the resident or legal representative and for the resident’s use only.
- b. No facility employee, nor any employee on behalf of the facility may accept donations from any resident, except those made by a competent resident or made with the knowledge of the resident’s legal representative acting within the scope of their authority and only for the benefit of this facility.

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**Sign your preference(s)**

\_\_\_\_\_ I do not authorize the facility to hold a personal Trust Account for me.

**OR**

\_\_\_\_\_ I authorize the facility to hold a personal Trust Account for me.

\_\_\_\_\_ I also authorize the facility to withdraw funds from my account for Beauty Shop and Transportation charges at time of service, without my signature.

**SIGNATURE PAGE**

ROOM NUMBER \_\_\_\_\_

Current Monthly Room Fee that I agree to pay: \$ \_\_\_\_\_

Optional Monthly Private Room Fee that I agree to pay: \$ \_\_\_\_\_

Current Monthly Personal Care Service Point Fee that I agree to pay: \$ \_\_\_\_\_

Total Monthly Room Charge that I agree to pay: \$ \_\_\_\_\_

\_\_\_\_\_ (initials)

I want The Legacy to do personal laundry at 1 Personal Care Service Point per month

\_\_\_\_\_ (initials)

I do NOT want The Legacy to do personal laundry

***Resident:***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**OR**

***Legal Representative (Health Care):***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Authority: (e.g. Activated Power of Attorney for Health Care, Guardian of the Person)

\_\_\_\_\_  
Date

***Legal Representative (Financial):***

In addition to understanding the terms of this Agreement, I acknowledge that I have legal access to the income and/or financial resources of Resident. I understand Resident is obligated to make monthly payments to Facility for his or her care. As a Legal Representative of Resident, I understand that I am required by law to use Resident's funds to make these payments. I further understand that I may be liable to Facility if I fail to make these payments. However, unless otherwise agreed, I understand that this Agreement does not require me to use my personal funds to pay for Resident's care.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Authority: (e.g. Power of Attorney for Finances, Guardian of the Estate)

\_\_\_\_\_  
Date

***The Legacy at St. Joseph's:***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date