



RESIDENT AGREEMENT

This Residency Agreement (the “Agreement”) shall evidence the complete terms under which the parties have agreed. The Care Home shall be referred to as “Golden Brook” and the Tenant and Responsible Party, shall be collectively referred to as the “Resident”. As consideration for this agreement, Golden Brook agrees to rent to Resident and Resident agrees to rent from Golden Brook a residential suite located at 205 Pancho Via Drive Henderson, Nevada 89012.

Specific Resident details are listed in Schedule A of this Agreement.

EMPLOYEE HIRING, QUALIFICATIONS & TRAINING

Golden Brook prides itself for hiring the best Caregivers. We invest in our Caregivers and provide the best training and skills to meet our Residents’ expectations. Prior to hiring our Caregivers, each future employee is evaluated to ensure that he/she meets the Golden Brook standard. This evaluation includes:

1. A CARE Series personality assessment
2. Relevant care attendant certification or above maintained as active and “In Good Standing.”
3. Current certificate in standard for First Aid and CPR
4. Dementia Training
5. Current Fingerprints
6. Proof of Legal Residency
7. Current two-step TB Screening
8. Drug screening test
9. State of Nevada criminal background check
10. Be a qualified, trained Caregiver who complies with the State of Nevada annual training requirements
11. Golden Brook is a licensed, bonded, and insured Residential Facility for Groups location.

RESIDENT SERVICES PROVIDED BY GOLDEN BROOK

In consideration of your monthly payment, Golden Brook agrees to provide the following services:

1. Develop a personalized service plan for each resident.
2. Provide group activities that provide mental and physical stimulation and develop creative skills and interests.
3. An all-inclusive residence that provides an uplifting environment that includes enriching activities that promotes healthy and happy wellbeing.
4. A private or shared suite which includes a bed, TV, bedside table, lamp, chair, dresser; pillow, bath towels and bed linens;
5. Comfortable common areas.
6. Three nutritious and healthy meals a day and additional health daily snacks.
7. Personal care services which include assistance with eating, personal hygiene, transferring,



- toileting and dressing.
8. Laundry and housekeeping services.
 9. Assistance with access to health care, social services, and social activities.
 10. Reminders or assistance with medications/administration of medication.
 11. Basic hygiene, grooming, bathing, oral hygiene, shaving, lotions, powders, deodorants, shampoo, comb/brush etc.
 12. Arranged transportation.

GOLDEN BROOK'S RESPONSIBILITIES TO ITS RESIDENTS (BILL OF RIGHTS)

As our valued Resident, you have the right to:

1. **QUALITY:** Receive high quality services in an empowered environment that responds to your changing needs.
2. **RESPECT:** Be valued and treated with dignity, respect, and courtesy. To receive considerate and respectful care that recognizes your inherent worth and dignity.
3. **EMPOWERMENT:** Make choices, have a voice, be heard, and be consulted and informed about your care.
4. **ADVOCACY:** Receive advocacy for integrated care designed to protect your rights, optimum health & lifestyle. The Residential Facility Administrator will ensure you are not prohibited from speaking to any person who advocates for your rights.
5. **CONFIDENTIALITY:** Your privacy is protected and all matters concerning your medical and personal affairs are kept in the strictest confidence according to HIPAA standards.
6. **FREEDOM FROM DISCRIMINATION** of any type including age, religion, disability, ethnicity, or gender. Your cultural/personal beliefs and lifestyle are respected.
7. **TRANSPARENCY:**
 - Be provided with a written plan of your care services and have access your personal information.
 - To receive notification of any authority of the Health Division to examine the records of the Resident as related to the regulation and evaluation of the Facility by the Health Division.
 - To receive from the Facility, within the limits set by the service plan established for the Residents and within the program criteria, responses to reasonable requests for assistance; and
 - To receive information, upon request, concerning the policies and procedures of the Facility, including, without limitation, the policies and procedures of the Facility relating to charges, reimbursements and determinations concerning service plans.
8. **COMMUNICATION:** Your comments are heard and valued. We welcome your feedback, and suggestions through any communication channel, including an advocate of your choice. If you have a grievance, we will assist you in accordance with State Law and Company Resident Grievance Policy and Procedures. You have the right to speak to any person who advocates for your rights.
9. **TIMELY RESPONSES:** Your concerns are addressed appropriately.



10. SELF-SUFFICIENCY: We are not replacing you; we are assisting you to the best of our ability and encouraging your independence.
11. RESPONSIBLE CARE – as provided by compassionate employees who have been screened and trained to deliver outstanding care.
12. CONTINUITY OF CARE: Continuous Quality Improvement ensures you receive our high standard of personalized services while they are necessary and appropriate to meet your needs.
13. PEACEFUL ENVIRONMENT: Your services will be provided by Caregivers who practice courtesy, and positive communication. Potential conflict resolution will be managed with sensitivity and respect.
14. SERVICES: Be enrolled for services if you have a need, so long as you provide a safe environment for staff and pay for the care provided to you.

RESIDENT RESPONSIBILITIES

The Resident agrees to the following conditions:

1. Residents admitted to the facility will have completed the New Resident Physician Assessment which describes their physical and medical conditions, medications, ambulation status and other information.
2. Upon move-in the Resident must be in the care of Home Health or Hospice and agrees to continue such medical supervision. The Resident understands and agrees that their medical care, including choice of physician or other appropriate health care professional, is the Resident's sole responsibility and will provide Golden Brook with the necessary information to complete the Resident file relating to the Resident's Personal Care Physician.
3. Golden Brook has the final decision on which Home Health or Hospice companies are allowed to practice in Golden Brook. If we ask you to change your medical provider, it is for a valid reason.
4. All Residents will receive the same quality of care in Golden Brook. Residents and their families understand that the Caregivers are not expected to provide undivided continuous one-on-one care to any one Resident.
5. Respects the employees' human rights and not discriminate against the employee for any reason;
6. All forms, charts and service plans are the property of the Company;
7. Not offer gifts to a Caregiver more than \$100 annually;
8. Do not ask for Caregivers personal telephone number or email address;
9. Not offer property of any kind to the Caregiver;
10. Notify the Company of any employee or service concerns;
11. Provide Golden Brook with a copy of any advanced medical directives;
12. Not name a Golden Brook Caregiver as a Power-of-Attorney for the Resident;
13. Have the physical and cognitive capabilities that meet the standards under which the facility is licensed;
14. Be at least 18 years of age; and
15. Be free of active TB.



MEDICATIONS

The Resident's physician must approve of all medications, including over-the-counter medications. Golden Brook will only oversee medication prescribed by the Resident's physician.

RESIDENT FALLS

The staff of Golden Brook takes every precaution to prevent residents from falling while in the home. While we are staffed 24/7/365 this does not mean that all falls will be prevented. This is due to times when the Resident is not in direct site of a staff member for various reasons, or the resident fails to listen to safety directions given by the caregiver. If a Resident has a fall in the home, a report will be made of the incident and either the family or appropriate medical personnel will be notified.

COORDINATION OF EMERGENCY HEALTH CARE SERVICES

The Resident, by executing this Agreement, expressly authorizes Golden Brook to engage on the Resident's behalf, in the event of a medical emergency, and at the Resident's sole cost and expense, all medical doctors, medical care and treatment, including, without limitation, any hospitalization that may be required to treat the Resident.

The Resident further releases Golden Brook from all liability on account of charges for any such services, and releases Golden Brook from all liability, responsibility, claims, charges, or causes of action resulting from any medical services provided to the Resident except for any claims resulting from Golden Brook's gross negligence or willful misconduct.

Golden Brook may, at its sole discretion, send the Resident to the hospital, or other appropriate facility, if it believes that the care and safety of the Resident or other Residents cannot be provided by the staff of Golden Brook.

In the event of an emergency, including, but not limited to, accident, fire, flood, power outage or act of God, Golden Brook reserves the sole right to arrange for continuous, substitute accommodation and care of the Resident. This includes, but is not limited to, transferring the Resident to another assisted living community and/or contracting with other parties or providers capable of furnishing the services covered by this Agreement and substitute services shall be the sole responsibility of the Resident.

If Golden Brook determines that care more than that provided under this Agreement is necessary for the health or safety of the Resident, and the Resident does not obtain or permit Golden Brook to obtain such care, then Golden Brook shall be released and discharged from all liability for the lack of such care.

If a Resident has a valid Do Not Resuscitate ("DNR") order in place, Golden Brook will abide by this order. The DNR will take precedence over traditional emergency health care services. In the event a Resident has a medical emergency, and has a DNR, the Responsible Party will be notified as soon as operationally possible.

RESIDENT PERSONAL PROPERTY

Golden Brook will maintain an inventory of all personal property identified by the Residents. It is the responsibility of the Resident to inform the Residential Facility Administrator of any personal property



that is brought into the facility.

The procedures are as follows:

1. Admission: At time of admission, the Resident is required to complete the form “Resident Personal Property Accountability” form. It is to be signed by both the authorized representative and the Residential Facility Administrator, and a copy will be given to the Resident and the original will be kept in the Resident’s file.
2. Modification: Anytime a Resident brings personal property or valuables (valued at \$50.00 or greater) into the facility, the Resident or representative is responsible to inform the House Manager, at which time the property will be added to the inventory. If at any time the Resident removes an item listed on the form the House Manager must be informed so the item can be removed from inventory. Any item not accounted for will be reported as missing to the Resident or Family.
3. Safeguard In Case of Death of Resident: Upon a Resident’s death, Golden Brook will secure the Resident’s room and thereupon audit the Residents personal property. The staff will assist the family in removing the personal effects as soon as practicable.
4. Marking/Auditing: All clothing will be indelibly identified when brought into the home. Upon request, Golden Brook will identify and label other personal property for a Resident’s protection. The staff will audit Resident property on an as needed basis.
5. Documenting/Reporting: Golden Brook will document loss of personal property and report any loss over \$50.00 within 72 hours to the Resident or Responsible Party. Recorded losses will be kept on file and made available to state licensing, and law enforcement. Golden Brook will evaluate each loss and determine if any further action should be taken. The staff of Golden Brook will make every effort to operate with no losses to its Residents.
6. Money: We suggest that the Resident keeps no money in the facility. No staff member shall keep personal belongings or money for a Resident. No money will be held by Golden Brook on behalf of a Resident.
 - a. If a Caregiver receives from a Resident a request to make a withdrawal of money in such an amount that the member of the staff has reason to believe that the Resident is being or has been exploited, the Caregiver shall report the transaction to The Division of Aging Services and the Responsible Party.
7. The Residential Facility Administrator, Owner or Caregivers shall not accept appointment as guardian or conservator of the estate of any Resident, become a substitute payee for any payments made or accept an appointment as attorney in fact for any Resident.
8. No Resident shall lend money to an employee of Golden Brook.

REGULATORY RESTRICTION OF SERVICE AND DUTIES

In compliance with Nevada law, it is not within the scope of the license of Golden Brook to manage your medical conditions, should your condition become unstable or unpredictable. In such a case, every effort will be made to refer you to health care practitioners who can manage your care needs. In addition, Golden Brook does not perform the following duties:

1. Skilled nursing or other medical supervision that requires 24-hour skilled care;
2. Residents who require care for gastrostomy care (G-tubes). Residents requiring the use of a colostomy or ileostomy is allowed if the care is overseen by a nurse on a weekly basis;
3. Residents with active cases of COVID-19, staphylococcus, or other serious infections;
4. Residents with any type of intravenous catheters. Residents requiring the use of an Indwelling



catheter, including Suprapubic is allowed if the care is overseen by a nurse on a weekly basis;

5. Residents requiring restraints;
6. Residents with diabetes must self-administered their injections and be monitored by outside lab and nurse;
7. Administration of injections of fluids into veins, muscles, or the skin;
8. Performing physical assessments; and
9. Providing medical case management.

COMPANY RIGHTS

The parties agree that Golden Brook shall have the right to:

1. Conduct a Resident Assessment to determine service requirements and Resident needs;
2. To arrange at the Resident’s expense, emergency treatment or emergency transportation to a hospital, in accordance with Resident rights and state regulatory requirements;
3. To recommend the arrangement of additional care as deemed necessary, in consultation with the Resident and/or Responsible Party and in accordance with the Resident’s rights, preferences, and state regulatory requirements;
4. It is not within the scope of Golden Brook to manage the medical and health conditions of Residents should the conditions become unstable, unpredictable, or beyond our level of care;
5. Move the Resident from one room to another (i.e., private room to private room or shared room to shared room) for any or no reason.

HOUSE INFORMATION

- A community telephone will be available for the Resident to make and receive calls. Cells phones are permitted.
- Visiting hours are from 9:00 AM to 8:00 PM daily. Family members are not permitted to sleep in the Resident’s room overnight.
- Resident activities will be conducted daily and posted in the common area.
- Nutritious balanced meals will be served three times daily with attention to individual preferences. Meals generally shall be served as follows:

| | |
|-----------|--------------------------|
| Breakfast | Appx. 8:00 AM |
| Lunch | Appx. 12:00 PM |
| Dinner | Appx. 4:30 PM |
| Snacks | Appx. 10:30 AM & 7:30 PM |

- a) Special diets, as ordered by the Resident’s physician shall be provided.
 - b) A weekly menu will be posted for Resident review in the common area.
 - c) All personal food must be checked with the staff. All food to be kept in the Resident’s room must be stored in a sealed container. Perishable foods are not allowed to be kept in the Resident’s room but will be kept in the kitchen for the Resident.
 - d) All meals will be served in the dining area. Meals will only be served in the room when the Resident is too ill to attend the regularly scheduled meals in the dining area at which instructions from Resident’s physician will be followed.
- In the event of illness, injury or accident, Resident’s personal physician and family members will be notified. A written record of all accidents, injuries and illnesses will be kept.



- Residents with a temporary illness may be cared for at Golden Brook, with physician approval, for not more than two weeks. In-home medical services and nursing care will be provided by appropriate Home Health professionals.
- Resident records shall be kept for a period of five years. These files will include documentation on daily activities, illness, medical contracts, diet intake, chores performed and medications. Upon permanent discharge, a form will be completed and placed in the Resident's file.
- Smoking is permitted outside on patio area only. Cigarettes and lighters/matches are to be checked in by the staff. Residents are not allowed to keep these items.
- Residents will be required to bathe at least every other day, or as often as necessary to maintain good hygiene. Residents must be dressed in street clothes between 10:00AM and 7:00PM, unless they are confined to their room due to illness.
- Golden Brook offers fully furnished rooms, however, if a Resident wishes to bring his/her own furniture, arrangements will be made for them to do so, with exceptions.
- Residents are expected to use care with wheelchairs, etc. so as not to damage the facility's furniture and/or walls. Damage caused by Residents being reckless would be expected to be paid for by the Resident or Responsible Party.
- Golden Brook makes every attempt to keep the Residents on-site for medical/dental appointments. However, if necessary, Golden Brook will arrange for transportation to and from Doctor and Dental appointments that are required off-premises. Since there is a considerable time commitment involved with the care and transportation of the Resident, Golden Brook contracts with Golden Heart, a reputable licensed, bonded and insured Personal Care Agency, to facilitate transportation needs. If a Resident cannot be transported via a car due to physical limitations, Golden Brook may contract with a non-medical transport company at the Resident's expense.
- Family members are encouraged to visit. When family members take the Resident out of the facility for an overnight period, they are required to sign Resident out on a "Sign-Out Form" provided. All medications taken out with Resident will be recorded on sign out sheet along with any personal belongings. There is also a "Sign-In Sheet" which medications and belongings will be signed in upon return to the facility.
- The facility closes to visitors at 8:00 PM daily. All Residents are expected to be in the facility at this time unless arrangements have been made by the Resident/Responsible Party with the staff.
- The staff may conduct unannounced room checks for unsafe and dangerous items.
- Golden Brook will provide daily organizing and weekly cleaning service of the Resident's room.
- Golden Brook shall provide linen, towel and laundry service as needed, but no less than once per week, for each Resident. Golden Brook does not perform special handling of laundry items and is not responsible for damage to laundry.

PERSONAL BELONGINGS

Residents may bring used personal property (furniture, blankets, clothes, etc.) into Golden Brook under the following terms:

Used Clothing: All clothing must be washed by Golden Brook prior to use in the facility or it must be brought to Golden Brook in a bag that clearly identifies it as being laundered by a dry cleaner.



Used Furniture: All used furniture must be stored in our garage until it can be properly inspected by a licensed exterminator, at the cost of the Resident. Once the inspection has occurred and the furniture is clear, it will be placed in the Resident's room.

New clothing/furniture coming directly from the store as evidenced by a receipt is exempt from these procedures. These precautions are in place to reduce the possibility of infestation of bed bugs or other unwanted insects from the outside.

RESIDENT GRIEVANCES

As our valued Resident, you always have the right to an advocate of your choice, and to assist you with the development of your Service Plan and with any complaint and/or grievance that may arise.

If you believe you are being abused, neglected, or exploited, you or your advocate should contact the State of Nevada Aging and Disability Services (702-486-6930), and notify the Residential Facility Administrator (702-236-6844).

If you have any other type of complaint, please notify your Residential Facility Administrator prior to escalation of any complaint as we will do everything possible to correct a problem. After investigation, if the Residential Facility Administrator is unable to resolve the complaint to the satisfaction of the Resident, below are additional points of contact:

- Owner, Golden Brook - 702-931-0055
- Nevada State Health Division - 702-486-6515
- Nevada Department of Health Care Quality Compliance – 775-684-1030
- Aging and Disability Services Division – 702-486-6930

NOTICE OF TERMINATION OR EVICTION

The Resident or Golden Brook may terminate service for any or no reason by providing a 30-day written notice of cancellation to the other party. The 30-day-notice requirement exists for termination of the Agreement, and is waived in the event of death, or risk to the health or safety of others.

Additionally, in unusual circumstances, the Resident may be asked to leave Golden Brook for the following reasons:

1. The Resident payment due date is considered the date in which the resident moved in the facility. For example, if the resident moved in on the 15th of the month, payment would be due on the 15th of each month.
2. Failure to make payment by the 5th day after the due date – payment is considered late after the 3rd day after the due date;
3. Failure of the Resident to comply with local or state law after receiving written notice of alleged violation;
4. Inability of Golden Brook to meet Resident's needs. Based upon a reassessment of the Resident's needs conducted pursuant to applicable regulations, the Residential Facility Administrator may determine that the facility is not appropriate for the Resident.
5. Change of use of the facility.
6. Failure of the Resident, or family members, to comply with the written policies of Golden Brook



which are for the purpose of making it possible for other Residents to live together:

- a. Causing unnecessary disturbance to the facility or other Residents;
- b. Fighting with other Residents.

The Residential Facility Administrator may upon obtaining prior written approval from the State Bureau of Licensure evict the Resident upon 3-days written notice to quit upon a finding of Good Cause. Good Cause exists if the Resident, or their family members, are engaging in behavior which is a threat to the mental or physical health or safety of himself/herself or others in the facility.

The Residential Facility Administrator shall in addition to either serving thirty (30) days' notice or after receiving approval from the State Bureau of Licensure and serving three (3) days' notices, notify and mail a copy of the notice to quit to the Resident or responsible person. Additionally, a written report of any eviction shall be sent to the licensing agency within (5) days setting forth the reasons relied on for the eviction, with specific facts, date, place, witnesses, and circumstances.

If the residential suite or any part thereof shall be taken for any purpose by the exercise of the power of eminent domain or condemnation, then this Agreement shall terminate at the option of Golden Brook. Any termination of this Agreement shall be effective as of the date on which the Resident is required by the taking authority to vacate the rental suite or any part thereof.

PAYMENT TERMS

Resident agrees to the following payment terms:

1. Charges for services provided are billed as outlined in Schedule A & Schedule B plus any additional authorized expenses.
 - a. See Schedule A for Monthly Lease amount and Community Fees.
 - b. See Schedule B for payment options and approval.
 - c. If Golden Brook is required to purchase supplies and/or equipment for the Resident's personal use, these receipts will be added to the regular billing statement for reimbursement.
2. Payments for services are made as follows:
 - a. All payments are payable to Golden Brook. Payments can be made by credit card or ACH Debit/Electronic Funds Withdrawal ("E-Check").
 - b. There is a 4% surcharge for all credit/debit card charges.
 - c. Charges will be billed for services no earlier than seven working days prior to the due date.
 - d. Charges will recur if services are rendered or until Resident gives 30-day written notice to discontinue service.
 - e. If Resident's financial institution rejects charges to their credit card or bank account for any reason, Resident will pay the invoice amount within three (3) days after the rejection.
 - f. Payment not made within three (3) days of financial institution rejection will incur a 5% penalty. An additional 5% penalty will occur for each seven (7) days late.
 - g. Resident is responsible for any fees incurred by Golden Brook because of their financial institution's rejection of credit card or bank account.
 - h. Resident will notify Golden Brook immediately if there are any changes to credit card (number, expiration date, etc.) or bank account information.



- i. Resident agrees to address any disputed charges directly with Golden Brook before disputing the charges with their financial institution. Any invoice concerns will be researched and corrected immediately by Golden Brook.
 - j. All Resident rates are subject to change based on a noticeable change in the acuity level of the Resident. For example, if the Resident has a noticeable change in their ability to function based on their prior evaluation.
3. If the Resident is a recipient of care services funding from a third-party payer (e.g., Long Term Care Insurance, Veteran's Aid, etc.), the Resident will pay Golden Brook and seek reimbursement from the third-party payer directly. Golden Brook will file all the appropriate paperwork to assist the Resident in receiving reimbursement from the third-party payor.

CHANGE IN CARE AND THE COST OF CARE

Golden Brook will determine the level of care needed based on our evaluation of the Resident. The initial stage of care will be determined by our Resident Facility Administrator.

When the health, mobility, continence or mental condition of the Resident declines, there likely is a need to increase the level of care the Resident receives to ensure their safety and wellbeing. With an increase in care, there is an increase in cost to provide this care. Golden Brook and the Resident's medical practitioner will monitor the Resident for changes in condition on a regular basis and document it via the Care Assessment Form. If there is a change in the monthly cost of care, Golden Brook will notify the Responsible Party. All rate increases will be preceded by a 30-day prior notification. Residents are guaranteed their move-in rate for two months.

REFUND POLICY

Golden Brook's refund policy is as follows:

1. To prevent a full month being charged for a partial month of care when a resident moves out, Resident must provide notice 30 days' notice before the next payment date. For example, if the next payment date is 6/15/24, the move-out notice must be given by 5/16/24. If the move out is later than 6/15/24, a partial month will be charged.
2. Residents are required to vacate Golden Brook (including removing all their personal belongings/furniture) by the move out date provided. Failure to do so will result in additional days charged based on the number of days personal belongings are in the home.
3. Absent from Golden Brook – No refund will be provided during the time the Resident is away from Golden Brook for any reason, including hospital stays, rehab or other medical issues. You have the option of providing a 30-day cancellation, but Golden Brook cannot guarantee a bed if the Resident desires to return.
4. There is no refund for the following:
 - a. Failure to provide a 30-day cancellation notice
 - b. Resident voluntarily leaving the home
 - c. Inability of Golden Brook to meet Resident's medical needs and being asked to leave
 - d. Involuntary eviction
 - e. The Community Fee
 - f. Death of Resident



ARBITRATION

The Resident and Golden Brook agree that any controversy or claim relating to this agreement will be settled by Binding Arbitration in Clark County, Nevada. The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the National Rules for the Resolution of Employment Disputes. Both parties will share equally in the cost of arbitration and associated fees. The decision of the arbitrator shall be final and binding. All disputes must be filed within 180 days of the occurrence of claim or controversy.

NOTIFICATIONS

Any notice required or permitted pursuant to this Agreement shall be in writing, and shall be transmitted by hand delivery, certified mail, return receipt requested, telecopy, Federal Express or another nationally recognized overnight courier service, postage prepaid, as follows:

To the Resident: See Section A

Send copy to: Golden Brook
Attention: Owner
9300 Sun City Blvd, Suite #103
Las Vegas, Nevada 89134
E-mail: Info@WeProvideGoldenCare.com
702-931-0055 (office) 702-714-1204 (fax)

All updates to the Residential Agreement will be posted on our website at (<https://www.weprovidegoldencare.com/golden-brook-residential-care-home/resident-forms/>). Any changes will be effective the date of posting.

For purposes of expediency, email is the preferred method for all forms of informal communication. All legal communication is required to be mailed to the addresses identified above.

EMPLOYMENT OF CAREGIVERS

The Resident, and/or Responsible Party, acknowledges that Golden Brook has invested substantial time, money, and effort in retaining and training each employee. Resident agrees to pay a lump-sum direct hire fee of three (3) months’ rent, plus the cost of collection, litigation, and reasonable attorneys’ fees and costs charged to Golden Brook, if Resident or any member of Resident’s household, family office, or family directly or indirectly hires any employee who, while employed by Golden Brook in the six months preceding the hire, provides or provided services to Resident.

This provision is applicable for a period of one year from the last date the employee provides services to Resident. Resident acknowledges and agrees this restriction is inherently reasonable because it is limited to Golden Brook employees who provided services to Resident. If Resident breaches this provision, Resident agrees the damage to Golden Brook is not readily ascertainable and that the above-described fee schedule fairly estimates the damage to Golden Brook by such a breach. Resident agrees that such damages are not intended to be, and shall not be construed as, a penalty. This paragraph shall survive the termination of this Agreement. If this agreement is violated, GOLDEN BROOK WILL PURSUE LEGAL REMEDY.



VISITING RESTRICTIONS

Golden Brook is a non-medical facility, as such, if a Resident contracts a contagious disease, they may be directed to a medical facility if the staff and Resident Administrator feel that Golden Brook cannot meet the care needs of the Resident, or the safety and care of the other Residents becomes jeopardized. Further, visiting restrictions may be required.

ADDITIONAL SERVICES

Golden Brook offers these additional services to relieve the stress of caring for a loved-one:

We are hereby elect the following additional services (check appropriate boxes):

- Monthly Incontinence Supplies** – If your loved one suffers from incontinence there will be a need for briefs, chucks, gloves, lotion, and wipes. Golden Brook will ensure these supplies are available to your loved one so there will be no need to make special or emergency trips to the residence to drop off these supply items. **Cost per month - \$200**

- Transportation** – There will be times when your loved one will need to be transported to a doctor’s appointment or other event. Since Golden Brook is not equipped to manage transportation needs, we have contracted with Golden Heart, a reputable licensed, bonded, and insured Personal Care Agency to facilitate your transportation needs. **Cost \$36/hour (three hour minimum) + \$.655 cents/mile (IRS approved amount)**

- Cable TV Services** – Golden Brook will provide a TV for each room and in the public areas. If the Resident wants DirecTV services (Cable TV) in their room, Golden Brook will arrange for services to be installed. **Cost per month - \$50**

- Camera in the Room** – If the family desires to place a camera in the room of their loved one, Golden Heart will allow this under the following conditions.
 1. Golden Brook must grant approval.
 2. One (1) camera is allowed.
 3. The Resident will provide the camera.
 4. The camera is ONLY allowed to be located and film/audio in the room of the Resident. No outside the room surveillance is allowed.
 5. Golden Brook will place signs at the entryway of the room and inside the room notifying the public (doctors nurses, caregivers, others) that the room is under surveillance in accordance with regulations.
 6. The camera will need to be connected to the Golden Brook WIFI. In such cases, Golden Brook will provide the password.
 7. **Cost per month is \$75.**

[SIGNATURE PAGE TO FOLLOW]



ACKNOWLEDGEMENT OF UNDERSTANDING OF THE RESIDENT SERVICE AGREEMENT

I have read and understood these terms and conditions.

Resident/Responsible Party (Printed Name)

Resident/Responsible Party (Signature)

Date

Golden Brook

Date



CONTACT INFORMATION - SCHEDULE A

RESIDENT INFORMATION

Name: _____

Date of Birth: _____

Social Security: _____

RESPONSIBLE PARTY (Please provide copy of Power of Attorney)

Name: _____

Relationship: _____

Address: _____

Cell Phone: _____

E-mail: _____

EMERGENCY CONTACT

Name: _____

Relationship: _____

Address: _____

Cell Phone: _____

E-mail: _____

TERMS OF AGREEMENT

Move-in Date: _____

Length of Agreement: Month-to-month, with a 30-day cancellation notification required.

Assigned Suite #: Suite: _____ Bed: _____

Monthly Lease Amount: \$ _____ Community Fee: \$500 (one time fee)



SCHEDULE B - PAYMENT AUTHORIZATION

Resident Name _____

I authorize Golden Brook Residential Facility (“Golden Brook”), to process payment monthly for services rendered. I understand and accept the following conditions:

1. Golden Brook will charge my credit card or withdraw funds via E-Check for services rendered. Such charge will be automatically performed no earlier than seven working days prior to the due date.
2. **There is a 4% surcharge on all credit card payments.** There is no charge for E-Check payments.
3. Charges will recur if services are rendered.
4. Payments not made within 3 days of financial institution rejection may incur a 5% penalty. An additional 5% penalty may occur for each seven (7) days late.
5. I am responsible for any fees incurred by Golden Brook because of my financial institution’s rejection of my credit card or bank account.

Payment Type: Credit Card E-Check

Receipt Delivery Method: E-Mail only

Payer’s Name: _____

Payer’s Relationship to Tenant: _____

Payer’s Email: _____

Credit Card Information:

Name EXACTLY as it appears on the card (PRINT): _____

Credit Card Number: _____

Type of card: VISA MC AMEX Expiration Date: _____ Security Code: _____

Credit Card Billing Address (Please Print):

Street: _____ City: _____ State: _____

Zip Code: _____ Telephone: (____) _____

E-Check Information:

(Attach Voided Check)

Bank Name: _____ Type of Account: Checking Savings

Bank Routing Number _____ Account Number _____

Signature of Account Holder: _____ **Date** _____