190 Geneva Road

Glen Ellyn, IL 60137

Resident Package

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Churhill Place

An Anthem Memory Care Community

Resident Agreement

This Resident Agreement (this “Agreement”), is effective on the date set forth on the signature page

of this Agreement, between Anthem Glen Ellyn Management LLC, doing business as Churchill Place

Memory Care (“Community”) and the incoming resident of the Community identified on the signature

page of this Agreement (“Resident”), and the representative of Resident identified on the signature

page of this Agreement (“Resident Representative”).

I.

COMMUNITY DETAILS

The Community is operated by Anthem Glen Ellyn Management LLC. The Community is managed by

Anthem Memory Care at 5335 Meadows Rd Suite 140, Lake Oswego, OR 97035; and reachable at

(503) 924-8777. The Community is owned by TFP Chicago Memory Care Partners, LP, c/o Sal

Thomas of Tarantino Properties, Inc., at 7887 San Felipe, Suite 237, Houston, Texas 77063.The

Community is licensed as an Assisted Living Establishment by the Illinois Department of Public

Health.

II.

HEALTH EVALUATION AND RESIDENT SERVICE PLAN

A. Qualification for Residency. The Community may only accept or retain as residents

individuals whose needs can be met by the Community and who meet the requirements set

forth by state law. If the Community determines that it cannot meet an individual’s needs or

cannot accept an individual as a resident under state law, the Community will notify the

Resident Representative. If the Community makes this determination with respect to an

individual who is already a Resident, the Community will notify the Resident Representative

and assist the Resident Representative in relocating Resident.

B. Physician's Report. Prior to move-in, Resident will provide the Community a completed

physician's report (the "Physician's Report") on a form provided by the Community. The

Physician’s Report will be based on a physical examination conducted within thirty (30) days

prior to move in and must demonstrate that Resident meets criteria for residency. After move-

in, the Community may require a Physician's Report following any hospitalization, or when the

Community determines that Resident's condition changed, or as required by law.

C. Psychiatric Examination. The Community may also require a report of a current psychiatric

examination (the "Psychiatric Examination") prior to move-in if Resident is taking psychotropic

medications, or has a history of aggressive behavior, to confirm that Resident's needs can be

met by the Community and to assist in Resident's care plan. After move-in, the Community

may require a Psychiatric Examination when the Community, in consultation with Resident's

personal physician, determines that Resident’s health condition warrants. Failure to comply

with the request for a consultation after move-in may result in a termination of this Agreement

and notice to the Resident Representative that Resident must be relocated.

D. Assessment. With guidance from the Physician’s Report and Psychiatric Examination (if

applicable), the Community will assess Resident to determine the level of assisted living

services needed by Resident. The Community may re-assess Resident when additional

assisted living services are needed, upon Resident's change in condition or upon a Resident's

return from the hospital or other care facility.

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E. Resident Service Plan. With guidance from the Physician’s Report, the Psychiatric

Examination (if applicable) and the Community’s assessment, and with input from the Resident

Representative, the Community will develop a service plan for Resident. The service plan will

outline the services Resident is to receive and shall be updated annually or more frequently as

necessary to reflect evolving serviceneeds. The services provided by the Community will

impact Resident’s charges.

F. Notification of Third Parties. If Resident requires emergency services or experiences a

significant change in condition, the Community will attempt to contact the Resident

Representative. The Resident Representative must ensure that the Community has current

contact information (including telephone numbers) for the Resident Representative.

III.

SERVICES AND AMENITIES

A. Basic General Services. The Community will provide Resident with all services required by

applicable law and the services described in this section III and on the attached signature

page. Services identified as “basic services” are covered by the monthly fee described in

Section IV. A. of this Agreement (the “Monthly Fee”).

B. Living Accommodations. Resident’s suite type is reflected on the signature page of this

Agreement. Resident may live in the selected suite type (the “Suite”) on a month-to-month

basis, subject to the terms of this Agreement and other policies of the Community.

C. Utilities. As part of basic services, the Community will furnish the Suite with water, electricity,

heat, air conditioning and Internet access. Resident may receive telephone service for an

additional fee.

D. Maintenance. As part of basic services, the Community will perform necessary maintenance

and repairs from normal wear and tear for the Suite.

E. Common Areas. As part of basic services, and subject to Community rules, Resident will

share with other residents of the Community in the use of the common areas. Common areas

include the living areas, dining areas, courtyards, lounges, hallways and kitchen areas.

F. Laundry. As part of basic services, the Community will provide regularly scheduled laundry

services. To avoid loss of laundered items, all laundered items should be clearly marked to

reflect Resident’s ownership prior to commencing residency at the Community. If Resident

opts to do his or her own laundry, Resident and the Resident Representative will be

responsible for any damage to laundry facilities caused by Resident’s laundering activities.

G. Housekeeping. As part of basic services, the Suite will be provided with routine housekeeping

services, which includes vacuuming, dusting, trash removal and bathroom cleaning.

H. Personal Supplies. The Community does not supply personal care and hygiene items. Those

items shall be provided by the Resident Representative. Incontinence management care, if

needed, is provided by the Community for an additional fee, as set forth in the Fee Schedule.

I. Meals. As part of basic services, the Community offers a full meal plan featuring three (3)

nutritionally balanced meals each day and between-meal snacks. For an additional charge, the

Community will accommodate special diets, if prescribed by Resident’s physician. You are not

required to participate in the Community’s meal plan, and if you opt out of the meal plan, the

Community will credit your rent by $250 per month. Your meal plan selection is reflected on the

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signature page of this Agreement. If you wish to change your meal plan selection, you may do

so at any time by signing and dating a new meal plan selection form that will become part of

this Agreement.

J. Tray Service. As part of basic services, the Community provides tray services to the Suite

during illness at no extra charge.

K. Guest Dining. The Resident may (and is encouraged to) invite guests to meals, but the

Community requests a minimum of two (2) hours advance notice so that proper

accommodations can be made. The Community charges a modest additional fee for guest

meals.

L. Planned Activities. The Community provides various social and recreational activities both at

and away from the Community for residents of the Community. Depending on the activity,

there may be an extra charge for some of the elective activities away from the Community.

M. Security, Emergency Response and Fire Protection. The Suite is equipped with a motion

detection system and sprinkler system. The outside doors leading to unsecured areas of the

Community are alarmed and released upon fire alarm sounding. All residents and responsible

parties must sign the Resident log book when leaving and returning to the Community.

N. Assistance with Access to Outside Services. As part of basic services, the Community will

help Resident arrange appointments with professionals who offer medical, dental, home

health, hospice and other health care services and with transfer to higher levels of care as

needed and prescribed by Resident’s physician. All outside providers who provide services to

Resident at the Community must comply with Community rules and regulations, but the

Community does not monitor and is not responsible for the services of outside providers,

O. Basic Personal Assistance with Care. As part of basic services, the Community will assist

Resident with the following activities, as needed:

1. Activity program designed for people with Alzheimer’s disease and other dementias.

2. Assistance with showering or bathing, and daily dressing, grooming, transferring and other

personal hygiene activities.

3. Nursing assessment.

4. Establishment of and routine updating of individual Care Plan.

5. Daily cleaning of the Suite including bed-making.

6. Escort to and from activities and dining.

7. Assistance with eating.

8. Order, sort and distribute medication.

9. Storage and distribution of medications.

10. Toileting.

P. Optional Services. The Community will assist with the following activities, although not as part

of basic services and therefore subject to additional charge:

1. Beauty and Barber services.

2. Respite care.

3. Podiatry care.

4. Private duty caregiving services.

5. Physical therapy.

6. Occupational therapy.

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7. Speech therapy.

8. Visiting medical professionals.

Q. Private Duty Caregiving. If the Community determines that Resident requires private duty

caregiving to remain at the Community, Resident must pay for such care in addition to the

Monthly Fee.

R. Excluded Health-Related Services. The Community is not responsible for furnishing or

paying for any health care items or services not described in this Agreement as basic services,

including but not limited to home health, hospice, physicians’ services, nursing care, surgery,

hospital care, home care, treatment or examination of eyes or teeth, medications, medical

supplies, vitamins, eyeglasses, contact lenses, hearing aids, orthopedic appliances, prosthetic

devices, laboratory tests and x-ray services.

S. Third Party Providers. Resident has the right to receive services from licensed third party

providers at the Community, such as home health agencies, nurses, home health aides,

companions and homemakers, and nurse registries. Prior to providing service at the

Community, each third party provider must be registered by the Community, must provide,

upon request, proof of licensure and satisfaction of insurance/bonding requirements, and must

comply with the Community’s rules and policies while at the Community. Resident may not

receive services from any third-party provider who is not registered by the Community. The

Community has no responsibility for care provided by third party providers.

T. Right of Access. For Resident’s safety and comfort, Community staff must be permitted to

enter the Suite to perform basic services, provide personal assistance and care, respond to

emergencies, and make repairs and improvements as the Community deems necessary or

advisable. Therefore, personal locks are not permitted on the entrance door to the Suite.

U. Risk Acknowledgment. The services and amenities provided to Resident at the Community

are designed to provide a home-like environment and maximize Resident’s quality of life.

Nonetheless, Resident and Resident Representative acknowledge the risks of living in the

Community, as detailed in the attached Exhibit D.

IV.

FEES

A. Fees for Basic Services. The initial Monthly Fee is $\_\_\_\_\_\_\_\_\_, as confirmed on the

signature page of this Agreement. Fees for services not included in the Monthly Fee are

detailed in the Community’s rate sheet. The Monthly Fee and rate sheet may be updated from

time to time by the Community upon at least 30 days’ advance notice to the Resident

Representative. The Resident Representative will receive a monthly statement that itemizes

any fees or charges incurred by the Resident.

B. Administrative Fee. A Community Fee of $\_\_\_\_\_ is charged to new residents. The

Community Fee covers the cost of move-in paperwork, the coordination of the Physician’s

Report and Psychiatric Examination (if applicable), and the assessment of the Resident. The

Community Fee is fully refundable prior to move in if the Resident does not move into the

Community. Following move-in, the Community Fee is non-refundable.

C. Payment. The Monthly Fee and any additional fees for supplemental services are payable at

or before the beginning of each calendar month via ACH transfer. Fees are also accepted via

check, e-check or credit card. Resident’s right to occupy and use the Suite and receive

services at the Community are contingent upon timely payment of fees.

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D. Medicaid Not Available. Medical assistance through the state is not available for payment for

services provided at the Community.

E. Failure to Make Payments. The Community will charge interest on all delinquent amounts at

the lesser of ten percent (10%) per year or the maximum amount allowed by law, beginning

thirty (30) days after fees become due. Any fee received after the tenth (10th) day on which it is

due is also subject to a $60.00 late charge.

V.

TERM AND TERMINATION

A. Term of Agreement. This Agreement shall be month-to-month, unless and until terminated as

set forth in this Agreement.

B. Transfer for More Appropriate Care. Resident may participate in his or her service program

and remain in the Suite as long as both are conducive to Resident’s safety and well-being, the

safety and well-being of the other residents at the Community, and applicable legal

requirements, including the requirements for residency established by state law and applicable

state regulations. If the Community determines, in its sole discretion after consultation with

Resident’s family and physician that Resident is unable to remain at the Community consistent

with these requirements, the Resident Representative will be asked to move Resident from the

Community, and this Agreement will terminate upon the Resident’s departure.

C. Termination by Resident Representative. Resident Representative may terminate this

Agreement at any time, with or without cause, by giving the Community thirty (30) days prior

written notice of termination and by relocating Resident on or prior to the designated

termination date. Resident Representative need not cite a specific reason for termination. This

notice period will be shortened to 7 days in the event of Resident’s transfer to a facility offering

a higher level of care than that provided at the Community, or in the event of Resident’s death.

This notice period will also be shortened in the event Resident is in fear of imminent violence

after being subjected to domestic abuse, criminal sexual conduct or stalking and Resident has

provided the Community with written notice of the intended termination prior to its effective

date, all in compliance with applicable state law.

D. Termination by Community. Anthem may terminate this Agreement at any time upon thirty

(30) days written notice to the Resident Representative if any of the following events occur:

1. Nonpayment of fees within ten (10) days of the due date.

2. Failure by Resident or Resident Representative to comply with any non-payment

obligations under this Agreement for more than thirty (30) days after written notice.

3. Failure by Resident or Resident Representative to comply with State or local law for more

than ten (10) days after receiving written notice of the alleged violation.

4. Failure to execute or endorse a service plan for Resident.

5. Failure by Resident or Resident Representative to comply with state assessment

requirements including but not limited to having a Physician’s Report completed prior to

admission, at least annually and whenever the Community notifies Resident

Representative that Resident has undergone a significant change in condition.

E. Changed Circumstances. If circumstances create imminent danger of death or serious harm

to Resident or others, the Community may terminate this Agreement without prior notice. In

addition, if Community determines that Resident is unable to remain at the Community

because the level of care required for the Resident exceeds Community capabilities, Resident

will be asked to move from the Community, and this Agreement will terminate.

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F. Removal of Personal Property. Upon termination of this Agreement, Resident's personal

property must be removed from the Suite. The Community shall continue to assess, and

Resident will be required to pay the Monthly Fee on a prorated basis until the personal

property is removed from the Suite.

VI.

MISCELLANEOUS

A. Substitution of Suite. Care needs, roommate considerations or other considerations may

prompt the Community to substitute the Suite with a different suite, at the discretion of the

Community, so long as the replacement suite is of the same type as described on the

signature page of this Agreement. Movement to a new suite will not increase the Monthly Fee,

unless the move is prompted by request of the Resident Representative, in which event

Resident shall be responsible for any higher monthly fee applicable to the replacement suite.

B. Bed Holds. On occasion, it may be necessary to temporarily transfer Resident to another care

facility of a higher acuity, such as a general hospital, for a temporary condition. In such event,

Resident Representative may put a “hold” on the Suite by continuing to pay the Monthly Fee

during Resident’s temporary absence. If Resident Representative does not put a “hold” on the

Suite by continuing to pay the Monthly Fee, Resident’s discharge will be considered

permanent and the Suite will be available for new residents.

C. No Property Right. This Agreement does not give Resident or Resident Representative any

property right or management interest in the Community or any Community assets. Neither

Resident nor Resident Representative shall have any right to Community personal property,

including furnishings and fixtures in the Suite or in the common areas at the Community.

D. Personal Property. Resident is strongly encouraged to not bring into the Community

unnecessary and valuable personal items such as credit cards, valuable jewelry, valuable

pictures, large amounts of cash, and designer type clothing. If valuable items are brought to

the Community, the Community strongly suggests that Resident obtain, at Resident’s own

expense, insurance for the replacement value of valuable personal property. The Community

will not be responsible for any loss or destruction of valuable items not caused by Community

negligence.

E. Smoking. Smoking is prohibited inside the Community.

F. Resident Handbook. Resident and Resident Representative must abide by the general

policies of the Community contained in this Agreement and in the Resident Handbook, as it

now exists or as it may later be amended in the Community’s discretion. Resident

Representative’s signature on the signature page of this Agreement confirms that Resident

Representative has received the Resident Handbook. Failure to abide by the Resident

Handbook and general policies may result in termination of the Agreement by the Community.

G. Designation as Resident Representative. By signing this Agreement, the Resident

Representative confirms that Resident Representative is the person designated in writing to be

Resident’s representative. Resident Representative agrees to provide the Community with a

copy of the document designating Resident Representative.

H. Representations of Resident Representative. By signing this Agreement, the Resident

Representative represents and confirms that Resident Representative is the person who has

control and/or access to Resident’s funds and assets. The Resident Representative agrees to

act on Resident’s behalf and agrees to cause payment of fees and charges incurred by or on

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Resident’s behalf from Resident’s funds, assets or estate. The Resident Representative

agrees to provide an accounting of Resident’s funds, assets and estate upon request,

including documentation to verify accounts. If indicated on the signature page of this

Agreement, Resident Representative agrees to guaranty the payment and performance of all

of Resident’s obligations under this Agreement. If Resident Representative does not sign as

guarantor, and if Resident Representative keeps Resident’s assets segmented from the assets

of all others and uses due care in executing his or her duties under this Agreement, Resident

Representative will not be held personally liable for the payment of Resident’s rates and

charges. Failure to cause payment of fees and charges incurred by or on Resident’s behalf

from Resident’s funds, assets, or estate shall constitute a failure to exercise due care and will

subject the Resident Representative to personal liability for the charges incurred by Resident.

I. Inspection. The state department of public health may conduct an annual unannounced on-

site review of the establishment to determine compliance with applicable licensure

requirements and standards. Additional unannounced on-site reviews may be conducted

without prior notice to the establishment. During an on-site review, agency staff may tour any

area of the establishment; observe residents and staff; communicate privately with residents

upon their consent; inspect a resident’s clinical and administrative records with the resident’s

written consent; and enter the apartment of a resident who grants permission and entry.

J. Visits and Communication. The Community encourages family visits and communication.

Visitors are welcome at any time provided that they respect the rights of other residents and

staff and register at the front desk when entering the Community and sign out when they leave.

K. Notices. All notices given under this Agreement shall be in writing and shall be addressed as

set forth on this signature page of this Agreement. Notice will be effective when personally

delivered or when deposited in the U.S. mail, first class postage paid.

L. Legal Fees. If the Community takes legal action to enforce this Agreement, it shall be entitled

to recover, in addition to all other relief, reasonable attorney’s fees and costs.

M. Complaint Procedure. Questions, concerns and complaints should be addressed with the

Executive Director of the Community or, in the event of an emergency, with the supervisor on

duty at the time the issue arises. In addition to the Community’s complaint resolution process,

Resident has the right to contact the Office of Ombudsman for Long-Term Care if Resident

does not believe Resident’s issue has been addressed properly. Resident may contact this

agency as follows:

Illinois Long-Term Care Ombudsman

Illinois Department of Aging

Phone[: (800) 252-8966](https://www.google.com/search?q=Ohio+senior+care+ombudsman&source=hp&ei=KfBZY9W4CL_B0PEPkY6y0A4&iflsig=AJiK0e8AAAAAY1n-OVwp8koEWf39L8YlEbnw2y2lnebD&ved=0ahUKEwiV8b7Gsf_6AhW_IDQIHRGHDOoQ4dUDCAo&uact=5&oq=Ohio+senior+care+ombudsman&gs_lcp=Cgdnd3Mtd2l6EAMyBggAEBYQHjIGCAAQFhAeMgYIABAWEB4yBggAEBYQHjIFCAAQhgMyBQgAEIYDMgUIABCGAzIFCAAQhgM6CwgAEIAEELEDEIMBOg4ILhCABBCxAxDHARDRAzoICAAQsQMQgwE6BQguEIAEOggILhCABBCxAzoLCC4QgAQQsQMQgwE6CwguEIAEEMcBENEDOggIABCABBCxAzoLCC4QgAQQsQMQ1AI6DgguELEDEIMBEMcBENEDOg4ILhCxAxCDARDHARCvAToFCAAQgAQ6DgguEIAEELEDEIMBENQCOhEILhCABBCxAxDHARCvARDUAjoICAAQgAQQyQM6DQgAEIAEELEDEIMBEA06BwgAEIAEEA06CwguEIAEEMcBEK8BOggIABAWEB4QDzoFCCEQoAE6BQghEKsCOggIIRAWEB4QHVAAWN84YIo7aANwAHgAgAF_iAGPE5IBBDI1LjSYAQCgAQE&sclient=gws-wiz)

Email: Aging.SLTCOProgram@illinois.gov

N. Entire Agreement. This Agreement and the documents referenced in this Agreement

constitute the entire Agreement between Resident, Resident Representative and the

Community and may be amended only by a written instrument signed by Resident

Representative and by an authorized representative of the Community. If any part of this

Agreement is held to be invalid and unenforceable, the remainder of this Agreement shall

continue to be in force. The failure of the Community in any instance to insist upon strict

compliance with any terms or provisions of this Agreement (including payment requirements),

shall not be construed as a a waiver or relinquishment of its right to insist upon strict

compliance with all of the terms and provisions of this Agreement.

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O. Governing Law and Dispute Resolution. This Agreement shall be governed by Illinois law.

All disputes under this Agreement shall be resolved in the county in which the Community is

located. Further, all disputes under this Agreement shall be resolved by arbitration as more

thoroughly described in the arbitration rider that is attached to this Agreement, reviewed and

approved by Resident Representative, as reflected by Resident Representative's signature

confirming arbitration on the signature page of this Agreement.

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VII. SIGNATURES

A. Community Representative. Signed on behalf of Anthem Glen Ellyn Management LLC by the

individual listed below at the Community location at 190 Geneva Road, Glen Ellyn, IL 60137.

Signature:

Name:

Title:

Date:

B. Resident Representative. Resident may be entitled under applicable state law to name or

decline a Resident Representative. Resident’s choice is reflected below:

Name of Resident Representative:

If Resident declines to name a Resident Representative, Resident please initial here:

C. Resident Agreement. Resident Representative acknowledges (i) reading and understanding

the Resident Handbook and this Agreement, including exhibits, (ii) receipt of the Community’s

disclosure of special care status (if required by state law); (iii) being given the opportunity to

consult with legal counsel and other advisors prior to signing this Agreement.

This Agreement shall be effective as of

Name of Resident:

Resident’s Suite Type:

Signature of Resident Representative:

D. Confirmation of Fees. Resident Representative confirms that Resident Representative has

received, reviewed and agrees to the fees set forth below for the services listed below.

ONE TIME FEES:

Community Fee:

One Time Fee:

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

One Time Fee Total: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RECURRING MONTHLY FEES:

Base Monthly Fee: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Level of Care Fee: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional Charges $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional Charges $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Monthly Fees: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_ Resident Representative approves the services and fees set forth above.

E. Guaranty of Resident Obligations. By signing below, Resident Representative personally

guarantees the payment and performance of all Resident obligations under this Agreement,

with the understanding that the Community may seek recourse directly against Resident

Representative without making a demand, instituting an action, or exercising or exhausting the

Community’s remedies against Resident or any collateral or any other guarantor.

Signature of Resident Representative as Guarantor:

Social Security Number of Resident Representative:

F. Consent to Release of Medical Information. By initialing below, Resident Representative

(i) authorizes Resident’s physician, healthcare practitioner, hospital, clinic or medically related

facility to furnish the Community with all records pertaining to Resident’s medical history,

services rendered, or treatment given and any other medical and/or mental health information,

and (ii) authorizes the Community to disclose to Resident’s physician, healthcare practitioner,

hospital, clinic or medically related facility Resident’s medical history, treatment plan,

medications and other information deemed necessary for Resident’s care.

\_\_\_\_ Resident Representative authorizes release of medical information to Community.

\_\_\_\_ Resident Representative authorizes release of medical information by Community.

G. Release for Outings. By initialing below, the Resident Representative grants permission for

Resident to participate in the following off-site activities (select one):

\_\_\_\_ Resident Representative approves all outings with charges added to the monthly statement.

\_\_\_\_ Resident Representative approves outings for which there is no additional cost.

\_\_\_\_ Resident Representative approves of no outings.

H. Photo Release. Upon move in, the Community will photograph Resident and retain the photos

in Resident’s medical records. By initialing below, Resident Representative grants permission

for the Community to take and release additional photographs of Resident, as follows (select

one):

\_\_\_\_ Resident Representative grants an unlimited release to take and release photographs.

\_\_\_\_ Resident Representative grants a limited release to take and release photographs only for:

I. Arbitration Rider. By initialing below, Resident Representative approves and agrees to the

resolution of all disputes that arise under or in connection with this Agreement pursuant to the

arbitration provisions set forth in the Arbitration Rider attached to this Agreement as Exhibit A.

\_\_\_\_ Resident Representative approves arbitration pursuant to the Arbitration Rider.

J. Resident Rights. By initialing below, Resident Representative confirms that the Community

has reviewed with Resident Representative the Resident Rights applicable to residents of the

Community, attached to this Agreement as Exhibit B.

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INITIAL: \_\_\_\_\_\_



\_\_\_\_ Resident Representative confirms receipt of Resident Rights.

K. Secure Environment Acknowledgment. By initaling below, Resident Representative

(i) acknowledges that the Community is a secured community and that residents are not

permitted to leave the Community unaccompanied; and (ii) acknowledges that despite

measures to prevent elopement, the Community cannot guarantee elopement will not occur.

All points of egress in the Community have been shown to Resident Representative, who

understands procedures to be taken in situations that require evacuation of the premises.

\_\_\_\_ Resident Representative acknowledges elopement risk.

\_\_\_\_ Resident Representative acknowledges the points of egress for evacuation.

L. Personal Property Acknowledgment. By signing below, Resident Representative confirms

receipt and review of the Theft and Loss Policy attached to this Agreement as Exhibit C and

acknowledges that the Community is not responsible for lost or stolen personal items except

when caused by the Community’s own negligence.

\_\_\_\_ Resident Representative confirms review of Theft and Loss Policy.

\_\_\_\_ Resident Representative confirms that Community is not responsible for lost or stolen items.

M. Risk Acknowledgment. By signing below, Resident Representative confirms receipt and

review of the Risk Acknowledgment attached to this Agreement as Exhibit D and accepts

these risks as part of the decision to admit Resident to the Community.

\_\_\_\_ Resident Representative confirms receipt and review of the Risk Acknowledgment.

\_\_\_\_ Resident accepts the risks of residing at the Community.

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EXHIBIT A TO RESIDENT AGREEMENT

Arbitration Rider

This Arbitration Agreement is made by and between Anthem Glen Ellyn Management LLC,

doing business as Churchill Place Memory Care (“Community”) and the resident of the Community

identified in the signature line below (“You” or “Your”).

Arbitration is a process of dispute resolution used instead of traditional state or federal courts.

In arbitration, instead of a judge or jury determining the outcome of a dispute, a neutral third party

who we mutually select (the arbitrator) renders decisions, which are binding on both parties and

generally non-appealable. By agreeing to mandatory arbitration, we are agreeing that arbitration is

the only legal process available to resolve issues related to your residency at the Community and

your related financial obligations. We are selecting arbitration with the goal of reducing the time,

formalities and cost of using the court system.

A. Contract or Property Damage Disputes. Any controversy, dispute, disagreement or claim of

any kind or nature, arising from, or relating to your financial obligations to the Community, or

concerning any rights arising from or relating to an alleged breach of your residency

agreement shall be settled exclusively by arbitration in the county in which the Community is

located. Neither party will file a lawsuit in any court to resolve any such disputes. Each party is

giving up all rights to a judge or jury trial to resolve any disputes or claims. The arbitration shall

be administered by the American Arbitration Association, in accordance with its Rules of

Procedure. You and Your Resident Representative acknowledge and understand that

there will be no jury trial on any claim or dispute submitted to arbitration, and You

and/or Your Legal Representative relinquish and give up Your right to a jury trial on any

claims for damages, which are submitted to arbitration under this Agreement.

B. Personal Injury. This agreement to arbitrate covers any claim You may have against the

Community or its employees for any personal injuries sustained by You arising from or relating

to any alleged negligence, inadequate care, or any other cause or reason while residing in the

Community. This means You will not file a lawsuit in any court to bring any claims that You

may have against the Community for personal injuries incurred while residing in the

Community. It also means You are giving up all rights You may have to a jury trial to litigate

any claims for damages or losses allegedly incurred because of personal injuries sustained

while residing in the Community. The arbitration shall be administered by the National

Arbitration Forum, in accordance with its Rules of Procedure. You and Your Legal

Representative acknowledge and understand that there will be no jury trial on any claim

or dispute submitted to arbitration, and You and Your Legal Representative relinquish

and give up Your right to a jury trial on any claims for damages arising from personal

injuries to You, which are submitted to arbitration under this Agreement.

C. Medical Malpractice. Any claim of medical malpractice, including any claim that medical

services were unnecessary or unauthorized or were improperly, negligently, or incompetently

rendered or omitted, will be determined in accordance with the provisions of state law and not

by a lawsuit or resort to court process except as state law otherwise provides. By signing this

agreement, You agree that such disputes may be resolved through binding arbitration in

accordance with state law in lieu of a court of law before a jury.

D. Location of Arbitration. The Arbitration will be conducted at a mutually agreed upon site

within the county in which the Community is located.

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E. Right to Legal Counsel. You have the right to be represented by legal counsel in any

proceedings initiated under this arbitration provision.

F. Allocation of Costs for Arbitration. The costs of the arbitration shall be borne equally by

each party, and each party shall be responsible for its own legal fees.

NOTE: BY SIGNING THIS AGREEMENT YOU ARE AGREEING TO HAVE ANY ISSUE OF

MEDICAL MALPRACTICE DECIDED BY NEUTRAL BINDING ARBITRATION RATHER

THAN BY A JURY OR COURT TRIAL.

WITH RESPECT TO MEDICAL MALPRACTICE CLAIMS ONLY, YOU HAVE THE RIGHT TO

SEEK LEGAL COUNSEL AND YOU HAVE THE RIGHT TO RESCIND THIS AGREEMENT

WITHIN NINETY DAYS FROM THE DATE OF SIGNATURE BY BOTH PARTIES UNLESS

THE AGREEMENT WAS SIGNED IN CONTEMPLATION OF HOSPITALIZATION IN WHICH

CASE YOU HAVE NINETY DAYS AFTER DISCHARGE OR RELEASE FROM THE

HOSPITAL TO RESCIND THE AGREEMENT.

NO HEALTH CARE PROVIDER SHALL WITHHOLD THE PROVISION OF EMERGENCY

MEDICAL SERVICES TO ANY PERSON BECAUSE OF THAT PERSON'S FAILURE OR

REFUSAL TO SIGN AN AGREEMENT CONTAINING A PROVISION FOR BINDING

ARBITRATION OF ANY DISPUTE ARISING AS TO PROFESSIONAL NEGLIGENCE OF

THE PROVIDER.

NO HEALTH CARE PROVIDER SHALL REFUSE TO PROVIDE MEDICAL CARE

SERVICES TO ANY PATIENT SOLELY BECAUSE SUCH PATIENT REFUSED TO SIGN

SUCH AN AGREEMENT OR EXERCISED THE NINETY-DAY RIGHT OF RESCISSION.

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EXHIBIT B TO RESIDENT AGREEMENT

Resident Rights

No resident shall be deprived of any rights, benefits, or privileges guaranteed by law, the Constitution

of the State of Illinois, or the Constitution of the United States solely on account of his or her status of

a resident of an establishment, nor shall a resident forfeit any of the following rights:

1. 106 Resident Rights 1.106 (1) General. Residents shall have the following rights:

2. The right to be treated with respect and dignity.

3. The right to privacy.

4. The right not to be isolated or kept apart from other residents.

5. The right not to be sexually, verbally, physically or emotionally abused, humiliated, intimidated,

or punished.

6. The right to be free from neglect.

7. The right to live free from involuntary confinement, or financial exploitation and to be free from

physical or chemical restraints.

8. The right to full use of the facility common areas, in compliance with the documented house

rules.

9. The right to voice grievances and recommend changes in policies and services.

10.The right to communicate privately including but not limited to communicating by mail or

telephone with anyone.

11.The right to reasonable use of the telephone, in accordance with house rules, which includes

access to operator assistance for placing collect telephone calls. At least one telephone

accessible to residents utilizing an auxiliary aid shall be available if the facility is occupied by

one or more residents utilizing such an aid.

12.The right to have visitors, in accordance with house rules, including the right to privacy during

such visits.

13.The right to make visits outside the facility in which case the administrator and the resident shall

share responsibility for communicating with respect to scheduling.

14.The right to make decisions and choices regarding their care and treatment, in the management

of personal affairs, funds, and property in accordance with their abilities.

15.The right to expect the cooperation of the facility in achieving the maximum degree of benefit

from those services which are made available by the facility.

16.The right to exercise choice in attending and participating in religious activities.

17.The right to be reimbursed at an appropriate rate for work performed on the premises for the

benefit of the administrator, staff, or other residents, in accordance with the resident's care plan.

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18.The right to 30 days written notice of changes in services provided by the facility, including but

not limited to changes in charges for any or all services. Exceptions to this notice are: (i)

changes in the resident's medical acuity that result in a documented decline in condition and

that constitute an increase in care necessary to protect the health and safety of the resident;

and (ii) requests by the resident or the family for additional services to be added to the care

plan.

19.The right to have advocates, including members of community organizations whose purposes

include rendering assistance to the residents.

20.The right to wear clothing of choice unless otherwise indicated in the resident's care plan and

in accordance with reasonable house rules.

21.The right to choose to participate in social activities, in accordance with the care plan.

22.The right to receive services in accordance with the resident agreement and the care plan.

23. A facility shall permit access, during reasonable hours, to the premises and residents by the

State Ombudsman and the designated local long-term care ombudsman in accordance with

the federal "Older Americans Act of 1965".

24.Restraints are prohibited except as otherwise allowed by applicable law.

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EXHIBIT C TO RESIDENT AGREEMENT

Theft and Loss Policy

Policy Statement. It is the policy of the Community to make reasonable effort to safeguard residents’

property and valuables by the following measures:

1.

Upon move in and discharge of a resident, a written inventory will be made of the

resident’s personal effects and valuables, signed by the resident or his/her authorized

representative and a copy retained by each.

2.

3.

If a resident expires in the Community, personal effects will be inventoried and

surrendered to the authorized representative in exchange for a signed receipt.

Residents’ personal effects will be marked with their name for identification purposes.

The family members of the resident will be asked to mark all items prior to bringing them

into the community. If this is not accomplished, the community staff will mark items.

4.

5.

All current and new residents shall be notified, in writing, of the Community’s Theft and

Loss Policies and Procedures. A copy of the policy shall be made available to all

prospective residents and their responsibility party at their request.

Upon request, Resident may have a secured area for the safekeeping of his or her

personal property. The community Executive Director shall have access to the locked

areas upon request. Provision of a lock will be at the expense of the resident.

6.

7.

8.

All new employees hired by the Community shall be oriented to the Theft and Loss

Policies and Procedures within the first week of their employment.

All reported cases of theft and loss will be investigated, and a theft report completed if

the items are not located in a reasonable amount of time.

The community Executive Director will report to the local law enforcement agency within

thirty-six (36) hours, when there is reason to believe that personal property with a

current value of $100 or more has been stolen.

9.

All theft reports will be kept on file in the Community for a minimum of one year.

10.

A written review of the Theft and Loss Policy will be done on an annual basis, as well as

a review of all theft reports and investigation procedures and their results.

Personal Property Disclaimer. Due to the type and degree of illnesses cared for at the Community,

it is not uncommon (in fact, it is extremely common) for personal property to get temporarily or

permanently misplaced. Despite our efforts at tracking clothing articles, jewelry and other personal

articles, they do, from time-to-time, get departed from their owner. Because of this we ask that neither

Resident nor Resident Representative bring valuable articles for loved one into the Community.

Risk of Damage. The Community’s commercial grade washing machines and dryers take a serious

toll on fine fabrics and tend to do better with less expensive clothing. Costume jewelry and neat and

sturdy wardrobes go far in bringing about utility, safety and peace of mind.

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EXHIBIT D TO RESIDENT AGREEMENT

Risk Acknowledgment

Assisted living with memory care was developed to provide an alternative choice to nursing homes,

emphasizing affordability and quality of life. While the benefits of assisted living are well recognized,

residents and their families need to understand and accept the risks of living in this type of

environment. Assisted living is often described with terms such as “autonomy and independence,”

“dignity and respect,” and “freedom of choice.” While some of the autonomy and independence is

limited in assisted living communities specializing in memory care, the goal of maximizing quality of

life in an affordable home-like environment remains. Residents and their faimlieis must understand

that the Community focuses on providing such an environment, rather than providing intensive 24-

hour nursing care (and the corresponding institutional environment) that many nursing homes

provide. However, there are inherent risks that accompany an assisted living environment. As part of

this Agreement, Resident and Resident Representative acknowledge that some of these inherent

risks are beyond the Community’s control, as such control would jeopardize the affordable home-like

environment residents and their family members’ desire.

Because the Community does not provide one-on-one care or continuous monitoring for each

resident 24 hours a day, the risk of injury from falls and accidents is a reality. If a resident has

sustained a fall prior to moving into the Community, or is considered at risk of falling for other

reasons, it is likely that he/she will fall again at some point. There is a risk of residents wandering

from the Community’s premises and making poor decisions which result in injury or death. Also, some

residents are especially prone to skin breakdown. While the Community works with residents and

their families to develop care plans intended to reduce these risks, many of the factors which

contribute to these risks are beyond the Community’s control.

Although falls, wandering and skin breakdown are considered the greatest areas of risk in Community

living, each resident usually has other risks related to their particular medical conditions, needs, and

diagnoses. Based on the risks involved, the Community reserves the right to call for emergency

assistance and/or transport as deemed necessary to ensure that Resident receives the highest

quality of care possible.

In summary, the Community, Resident and Resident Representative acknowledge these risks are

inherent at the Community. Resident and Resident Representative accept these risks as part of their

decision to live in a setting which offers a more affordable and home-like environment than a

comparable skilled nursing home.

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