



## Enrichment House Policies

*The following Policies set forth by Dementia Enrichment Center, LLC (referred to herein as "DEC") apply to all Residents of the Enrichment House and are subject to legal agreement signed by Resident's Responsible Party.*

### RESIDENCY QUALIFICATIONS

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**Eligibility:** Potential residents should be

- diagnosed with Alzheimer's Disease or another dementia, and/or exhibit signs of memory loss or cognitive decline which require assistance and/or supervision;
- able to function within a shared living setting;
- able to follow basic directions and able to make needs understood;
- able to ambulate independently or with the assistance of a wheelchair or walker, and able to transfer with the assistance of one staff person;
- able to eat independently or with cueing and assistance the regular diet provided by the Enrichment House or the available modified diet to meet Resident's dietary limitations and/or food allergies;
- redirectable in his/her wandering and willing to remain in the secure area;
- able to use the bathroom independently or may have incontinence that is controlled by consistently and appropriately using protective undergarments. In such cases, the staff will assist with incontinence care as needed to include toileting reminders, assistance with changing protective undergarments, and adequate hygiene to prevent odor;
- free of health issues that are outside the scope of care provided in our setting or that require acute medical intervention on an on-going basis; and
- able to take medications independently or with assistance or supervision.

**Ineligibility:** Persons who may not be eligible for admission include persons who

- do not fit in with our clientele of persons living with dementia;
- have skilled medical needs unable to be cared for by our staff and are unable to secure appropriate assistance (such as home health or skilled nursing providers) to meet those needs;
- are unable to participate in mealtimes or who routinely refuse food to an extent that poses concern for Resident's health and wellbeing;
- require a 2+ person assist to transfer;
- refuse needed assistance with toileting or refuse to wear needed protective undergarments;
- take extreme measures for elopement (i.e. climbing fences, exiting through windows, breaking down doors, etc.);
- have extreme obesity;
- exhibit aggressive, dangerous, threatening, or harmful behavior to self or others;
- pose a serious threat to the health, safety, or well-being of the other residents or staff of the program;
- are under the influence of or habitually addicted to alcohol and drugs; or
- require medication administration (is unable to self-administer medications and requires medication to be placed in the resident's mouth or applied to a resident's body); medication injections; intravenous (IV) therapy; special diets; behavior management for physical aggression; Hoyer lifts of any type; wound care; colostomy/foley; and/or feeding tubes.

**Assignees/advocates:** The Dementia Enrichment Center recommends Responsible Party or appointed representative is engaged to actively speak on behalf of Resident, represent Resident's interests, and advocate for Resident.

**Representations:** Responsible Party represents that he or she believes Resident requires a locked living environment and Responsible Party has authority to make housing and care decisions on behalf of Resident.

## SERVICES & FEES

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**Offerings:** The Dementia Enrichment House offers

- accommodations for three (3) residents;
- 24/7 care attendants trained in dementia care;
- single and shared bedrooms with closets;
- furnished or unfurnished bedroom options;
- shared bathrooms, common areas, kitchen/dining area, and outdoor spaces; and
- additional fee-based services.

**Core Services:** All residents receive

- participation in Enrichment Club day program at DEC;
- three home-cooked, family-style meals daily;
- healthy snacks & beverages (always available);
- assistance with bathing, dressing, toileting, mobility, and feeding;
- housekeeping weekly;
- laundry care twice weekly;
- basic hygiene products (hair & body wash, oral care, skin care);
- bath towels;
- assistance with self-administration of medication;
- high-speed Wi-Fi internet service; and
- up to two hours of monthly caregiver consultation with Licensed Master Social Worker

**Monthly Living Fee:** \$6500

**Add-on Services:** The following services are available for an additional fee.

- Private bedroom: \$500/month
- Furnished bedroom (double bed, nightstand, dresser/chest, lamp, basic décor): \$50/month
- Transportation to personal appointments: \$15 + \$0.75/mile
- Pharmacy pickup: \$15-45
- Chaperone to appointments: \$80/hour
- Care coordination with outside providers, insurance companies, etc.: \$400/month
- Professional consultation beyond 2 hours/month: \$125/hour

**Therapeutic, medical, hospice, or additional supportive care:** Responsible Party may contract with an outside provider (i.e. home health, hospice) to provide additional care to meet the Resident's needs. All expenses and liabilities associated with securing an outside provider are the sole responsibility of Resident/Responsible Party.

**Security Deposit:** Responsible Party agrees to pay a security deposit in the amount of \$5000, using an acceptable method of payment noted herein. No interest or income will be paid to Payor on the security deposit.

DEC must receive at least thirty (30) days written notice of intent to vacate before DEC is obligated to account for or refund the security deposit. Any refund of the security deposit, less deductions, will be returned to the deposit payor 30-45 days after vacating the property, per Terms and Conditions of this Agreement.

**Commitment Fee:** A \$1000 Commitment fee is to be paid upon signing the Resident Agreement. This fee secures Resident's space in the program and covers administrative and preparatory costs. The Commitment fee is nonrefundable, non-transferrable, and may not be applied to other fees.

**Waitlist:** With a \$500 fee, the potential resident will be placed on a waitlist. Responsible Party of waitlist registrants will be contacted when a notice is received that a bed/room meeting the potential resident's needs will become available. Upon contact, Responsible Party has 48 hours to accept the room and submit the Commitment fee. If the room is not secured, the candidate will remain on the waitlist. The waitlist fee is nonrefundable and will be applied to the first month's living fee.

**Payment:** Monthly fees are due on the first day of each month.

- Payments may be made via counter or electronic deposit at DEC's banking institution or check or money order mailed to 9370 Brewer Rd., Salado, TX 76571
- If DEC does not receive payment for monthly fees in the full amount at a designated place of payment by the 2nd day of each month at 11:59 pm, Responsible Party will pay DEC a late charge of \$100 per day until monthly fees and late charges are paid in full.
- A returned check fee of \$100 will be applied for payment tendered which is returned or not honored by the institution on which it is drawn, plus any late charges until payment is made in full.
- Unpaid fees and any unpaid amounts under this agreement are reportable to credit reporting agencies.

**Increases:** DEC reserves the right to increase rates one time per 12-month period, giving Responsible Party 60-day written notice of any increases.

## BEDROOM AREA & PERSONAL PROPERTY

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DEC encourages Resident/Responsible Party to create a living space that reflects the resident's preferences and history to promote a sense of self, comfort, and belonging.

### Acceptable customizations:

- Personal furniture and effects
- Live plants (must be free of bugs; floors and furniture must be protected from water damage; shall be maintained by Resident/Responsible Party)
- Window dressings (our maintenance staff will install curtain rods provided by Responsible Party)
- Wall décor hung with small nails or thumbtacks (limited to 20 punctures/room)
- LED lighting, provided cords are safely secured
- Over-the-door hooks
- Removeable vinyl adhesive wall decorations
- Window bird feeders and suncatchers

**Unacceptable customizations:**

- Painting
- Installing Molly bolts, anchors, Command strips, removable tape, poster putty, or the like
- Changing of light fixtures or door hardware
- Affixing items to doors or woodwork
- Items which damage walls, floors, doors
- Removing installed blinds
- Furniture with fleas, bedbugs, or smell of cigarette smoke
- Obstruction or disabling of security, safety, or fire protection devices

**Disallowed Items:** Residents, their guests and hired help, and staff shall not possess or bring the following items onto the property.

- Pets (well-behaved pets are welcome to visit, with Director approval)
- Items of value (such as wedding, class rings, or valuable jewelry)
- Cash, credit cards, or other forms of money
- Knives, firearms, or other weapons (decorative or functional)
- Pornography
- Décor or clothing of a racist, biased, or hateful tone
- Fireworks or other explosives
- Medications not properly stored by staff
- Smoking, vaping, or tobacco products
- Marijuana or other illegal drugs, in all forms
- Water-filled furniture
- Use of electric scooters inside the house
- Items with flames, matches, lighters
- Items with heat sources (electric blankets, heating pads, space heaters, etc.)
- Items to which other residents have reported allergies
- Items that pose a safety hazard to Resident or others

**Disposal of Personal Property**

If Resident/Responsible Party leaves any personal property in the home after vacating, DEC may:

- dispose of such personal property in the trash or a landfill;
- give such personal property to another resident, take possession for use by DEC, or donate to a charitable organization; and/or
- store and sell such personal property.

If Resident dies during the term of this agreement, a representative of the Resident, estate, or Responsible Party shall sign an inventory sheet and remove Resident's personal belongings from the property within five (5) business days, or a period agreed to by all parties.

## TERMS & CONDITIONS

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**Renewal**

This residency agreement automatically renews on the 1<sup>st</sup> day of each month unless the Responsible Party provides written notice of intent to vacate not less than 30 days before the date of vacating.

**Termination**

Responsible Party may terminate the Resident Agreement by providing written notice of intent to terminate

not less than 30 days before the date of vacating. Responsible Party is responsible for fees due through the end of the notice period.

If Resident is admitted to a hospital or other treatment facility to receive skilled care, the Resident Agreement may be terminated. Responsible Party is responsible for remaining monthly fee; however DEC will attempt to relet the Resident's space to acceptable applicants to reduce Responsible Party's financial liability.

If Responsible Party dies during the term of this agreement, a representative of the Responsible Party may terminate this agreement on the deceased's behalf, following the terms outlined herein.

DEC will provide 30-day written to terminate the Resident Agreement without cause or should DEC cease operation of the Enrichment House.

### **Exceeding the scope of care**

The Director will notify the Responsible Party if Resident's needs exceed the scope of care. Upon notification, Responsible Party will have 24 hours to inform Director if 1) Responsible Party will secure services from an outside provider or 2) Resident will vacate the property within 10 days. Responsible Party will coordinate, provide, and pay for necessary care. If Responsible Party refuses either of these two options, Adult Protective Services will be notified to intervene on behalf of the resident.

Any resident who exhibits aggressive, dangerous, threatening, or harmful behavior to self or others and/or poses a serious threat to the health, safety, or well-being of the other residents or staff will be required to vacate the property within 24 hours of notification. Resident may be isolated from other residents and staff if needed to maintain their safety. Emergency Medical Services and/or Adult Protective Services will be engaged if needed to maintain the safety of residents and staff.

### **Return of deposit**

Any refund of the security deposit, less deductions, will be returned to Responsible Party no less than 30 and no more than 45 days after vacating the property.

The following reasonable charges may be deducted from the security deposit refund:

- damages to the property, excluding normal wear and tear, and all reasonable costs associated to repair the property;
- unpaid fees due to DEC;
- unpaid balances and fees to vendors, suppliers, or providers who attempt to collect from DEC on behalf of the resident or responsible party;
- packing, moving or storing of Resident's abandoned personal property;
- attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Resident, Responsible Party, or their representative(s); and
- any other unpaid charges or fees or other items for which Resident or Responsible Party is responsible under this agreement.

If deductions exceed the security deposit, Responsible Party will pay DEC the excess within 10 days after DEC makes written demand.

### **Default**

If Responsible Party fails to timely pay all amounts due under this agreement or otherwise fails to comply with this agreement, Responsible Party will be in default and:

- DEC may terminate the Resident's right to occupy the property by providing the Responsible Party with at least 24-hours written notice to vacate;
- all unpaid fees are payable during the remainder of the agreement period or any renewal period will be accelerated without notice or demand;
- all unpaid amounts, including judgments, will bear 18% interest or the maximum amount allowed by law per year from the due date, compounded annually; and
- Responsible Party will be responsible for:
  - any lost monthly fees;
  - repairs to the property for damages caused by Resident which are beyond normal wear and tear;
  - all DEC's costs associated with eviction of Resident, including but not limited to collection fees, costs of service, witness fees, and prejudgment;
  - all DEC's costs associated with collection of amounts due under the Resident Agreement, including but not limited to collection fees, late charges, and returned check charges; and
  - any other recovery to which DEC may be entitled by law.

DEC will attempt to mitigate any damage or loss caused by Responsible Party's breach by attempting to relet the Resident's space to acceptable applicants and reducing Responsible Party's liability accordingly.

**Insurance**

DEC's insurance does not cover Resident from loss of personal property. Responsible Party is encouraged to obtain liability insurance for casualties such as fire, flood, water damage, and theft.