



Southwind Fields “City Locals” Program Participation Agreement

This is a legally bonding document. Please read thoroughly before signing.

This agreement between **Southwind Fields** and _____ (hereafter listed as “the participant”) was created on this ____ day of _____, 20____.

1. **Southwind Fields “City Locals” Program:** The Southwind Fields “City Locals” program is conducted by Southwind Fields and provides assistance with basic needs for the participant (and other City Locals participants), including, but not limited to, periodic apartment visits, on-call assistance as appropriate and necessary, minor supervision of finances (as agreed upon and appropriate), minor assistance with monitoring medications, and nonspecific, intermittent assistance with general needs and training with regard to independent living skills. As a participant of the “City Locals” Program and, in accordance with such program, the participant desires to enter into this agreement for participation in the Southwind Fields City Locals Program and the terms and provisions of this agreement.
2. **Intended Provisions of Southwind Fields:** It is the intention of the Southwind Fields and/or the appropriate representative of Southwind Fields, to provide the following to the participant during the term of this agreement: Intermittent monitoring of and maintaining of the living environment as appropriate for the participant and as decided upon by the participant’s care team, on-call support for emergencies, mediation of any issues that may arise with other participants as deemed appropriate by Southwind Fields, minor financial and budgeting education and support, minor supervision of medications to assure proper usage in accordance with doctor’s orders, training with regard to independent living skills, as appropriate, and minor guidance and intervention as it pertains to the participant’s employment.
3. **Community Living:** Southwind Fields holds no responsibility as it pertains to the personal lease agreement between the participant and the apartment complex/housing property within which the participant resides. Southwind Fields is not responsible for maintenance, repair, cleaning, or safety of the living environment of the participant. Supervision and general observation of safety and cleanliness of the living environment will be

provided by Southwind Fields and recommendations and training will be conducted as appropriate for each participant. In addition, Southwind Fields cannot be held liable for the safety or health of participants, nor is Southwind Fields responsible for any accident or injury that may occur within the living environment or community. Southwind Fields will, however, provide training and support in an effort to encourage safe, healthy independent living skills both at home and within the community. An authorized representative of Southwind Fields may provide occasional transportation assistance at his or her discretion, in a personal vehicle, at the liability of the transporters personal insurance. Transportation of the participant to and from doctor's appointments, employment, or other community environments, should be provided by the participant, if possible, with the utilization of the public transportation system of his or her choosing (i.e. Via, Via Trans, Uber, Lyft, Taxi, etc.). Southwind Fields is not responsible for the charges associated with these services. Bus training, application for Via Trans, and training in use of other public transportation services will be provided by Southwind Fields, as appropriate.

4. **Length of Participation:** This agreement begins on the date shown above and continues indefinitely thereafter unless specified by Southwind Fields. The length of this agreement may not be amended without approval of Southwind Fields. Termination of this agreement may be carried out with a written notice of a minimum of 30 days by the terminating party. In instances of violence or illegal activity on the part of the participant, Southwind Fields reserves the right to terminate this agreement in immediate effectiveness. Southwind Fields CPO, COO, and CEO must agree to any immediate discharge. By signing this document, the participant agrees that, should this agreement be terminated, for any reason, that the participant will find alternative housing arrangements at the completion of the participant's lease. Special arrangements can be made at the determination of the CEO/CPO/COO only. Southwind Fields may terminate this agreement and the participant's right of participation, and continuation of current living arrangement, should any of the following occur:
 - a) The participant is in default of more than 30 days of participation fees.
 - b) The participant exhibits continued (occurring more than three times) behavior deemed inappropriate or unacceptable at the discretion of an authorized representative of Southwind Fields. Any termination of agreement must be authorized by the Southwind Fields CPO, COO, and CEO before being carried out.
 - c) The participant exhibits continued (occurring more than three times) lack of compliance with Southwind Fields Rules for Participation (see Exhibit A).
 - d) The participant exhibits continued (occurring more than three times) lack of compliance with Southwind Fields staff with regard to scheduled appointments, programmatic goals, or training methods.

- e) Southwind Fields must discontinue the City Locals Program for financial or legal reasons.
 - f) The participant exhibits continued (occurring more than three times) behavior that jeopardizes the health, safety, or general wellbeing of him/herself or any other participant.
 - g) The participant fails to comply with medical intervention (to include medication) effecting his or her physical, mental, or psychological wellbeing.
 - h) Southwind Fields finds that continued participation in the program may jeopardize the general health, safety, or wellbeing of the participant (i.e. the participant shows continued inability to care for his/herself).
 - i) The CEO/CPO reserve the right to place any City Local on a “Temporary Suspension” from the program, should it be determined that the Local may be participating in activities that could be deemed dangerous or otherwise in violation of Southwind Fields policies, procedures, or regulations. Temporary Suspensions may be utilized after continued inappropriate behavior, or while investigation is being conducted regarding behavior that may be in violation of this agreement. Mandatory care team staffing must take place before the City Local can be readmitted. Serve fees will not be reimbursed for time spent on Temporary Suspension.
5. **Payment:** The participant agrees to pay Southwind Fields the amount of Three Hundred Dollars (\$300.00) per month for services provided by Southwind Fields. Program fees are due on the 1st day of each month and will accrue a \$50 late fee with additional \$10/day fee for each day after the 5th of the applicable month that payment is not received. Program fees may be paid in person by cash, check, or money order, or may be paid online at <https://www.southwindfields.com/southwind-city-local-program/>
6. **Default:** Southwind Fields may immediately terminate this agreement and the participant’s right of participation and seek any remedy available at law, equity or otherwise should any of the following occur:
- a) The participant fails to timely pay Southwind Fields any amounts owed pursuant to this agreement;
 - b) If the participant fails to comply with any requirement or condition of this agreement;
 - c) If the participant fails to follow Southwind Fields City Locals Program or any other general Southwind Fields rules of participation (see Exhibit A); and

d) If Participant fails to qualify under the requirements set forth by this agreement. Any person who chooses to break this agreement outside its bounds and limitations, shall be held responsible for continued payment of his/her rent and fees until such contract comes to an end.

7. **Medical Agreement:** Medical services are not provided to the participant by Southwind Fields. The participant is responsible for scheduling his/her own medical appointments and filling and/or refilling any prescribed medications. The Southwind Fields nurse may intervene, as necessary, should it be observed that the participant is not adequately completing these tasks. Should a participant need assistance as it pertains to medical needs, it may be requested through the City Local Advisor assigned to them. Should a participant become ill, he or she should contact his/her local advisor who can contact the nurse at their discretion. Contact may be made in person, or by phone, at the nurses discretion, and as necessary. In the event of an emergency, the participant should call 911 directly and follow up with his/her local advisor at appropriate. The Southwind Fields nurse and/or local advisor may conduct periodic supervision of medications for safety purposes. Southwind Fields shall not be held liable for any incident, illness, or injury incurred by the participant or any other participant or their guests. The Southwind Fields nurse may offer advice for organization of medical management or when feeling ill. The nurse may also suggest methods of organization and creation of routines for self administering medications. Southwind Fields nor the nurse are liable, however, for any misuse or mistakes in dosing, administration, refills, or any other matter related to the medication of any Southwind Fields participant. The nurse has the right, and obligation, to notify the participant's local advisor or another appropriate staff member of Southwind Fields, of any observation of mismanagement of participant's medications. Southwind Fields reserves the right to notify an appropriate family member and/or listed physician of any observation of misuse of medication, change in behavior causing reason for concern, failure to take medication as prescribed, observed reactions to medications, psychiatric changes, or refusal to take medication as prescribed. Participants thought to be managing medications in any manner that may be considered unsafe, may be discharged from the program. Participants and their families are responsible for disclosing all medical and behavioral information to Southwind Fields that may jeopardize the health, safety, or overall wellbeing of the participant while in the program. Southwind Fields cannot be held liable for any injury, illness, or other damages that may occur as the result of the participants personal health, mental state, or other behaviorally related challenges.
8. **Medicaid / Star Plus / CLASS (etc.) Providers:** Southwind Fields is happy to work alongside home health care and other providers employed by other agencies. These providers must, however, pass all necessary background checks, as decided upon by Southwind Fields and must be interviewed by Southwind Fields before the participant

will be admitted into the City Locals program, or before a new provider begins working with a participant. Any provider considered to be inappropriate by Southwind Fields, may not enter the apartment of any participant, at any time. Providers who are former employees of Southwind Fields, will not be permitted, unless specifically specified, in writing, by the CEO/COO/CPO.

9. **Repairs and Maintenance.** The participant will maintain his or her living environment in a clean and safe condition and will help to keep common areas in the living environment clean and safe by performing tasks on a regular basis to do so. Authorized Southwind Fields staff may assist in outlining these tasks and provide periodic supervision to assess adequate completion and cleanliness/safety of the living environment. Southwind Fields is not responsible for making any needed repairs to the living environment or the common areas of said environment. An authorized Southwind Fields staff member may assist the participant in contacting the appropriate personal to assist with any necessary maintenance of or repairs to the living environment, as necessary. The participant is responsible for paying for any damage or fees accrued by Southwind Fields of the property in which the participant lives.
10. **Utilities:** The participant is responsible for initializing and payment of any utilities used within his/her living environment (if applicable) and such payment shall be split equally among any other participants living in the same dwelling, if applicable. The City local advisor may intercede in assuring utilities are properly set up with the applicable utility provider and that utility payments are timely made. The Participant shall, however, be responsible for any late fees incurred as a result of late payment by the participant, for any reason. It is mandatory that all participants have access to adequate devices of communication, throughout their participation in the City Locals program and that active telephone numbers be provided to the city local advisor at both admission and should the number be changed, at any point.
11. **Financial Agreements:** Southwind Fields will not represent any participant for matters related to financial management at banking institutions or with federally or state regulated sources, and will act only in a supportive role. It is the expectation of Southwind Fields, in accordance with federal law, that all SSI income received in the participant's name, will be used solely for the purposes of support of said participant. Participants and/or their representative payees are responsible for sending of pay stubs and other mandatory reporting for SSI, unless otherwise agreed upon below.

Name of Person responsible for reporting to SSI: _____

Signature of responsible party: _____

Is this person the rep payee? _____

Participant must sign here if Southwind Fields is to assist him/her in reporting to SSI: _____

Banking Institution at which SSI is received: _____

- 11. Permission to Share Information:** From time to time, issues may arise that could be rectified or supported by communication with a responsible third party individual of your choosing. Issues pertaining to your health, safety, or overall participation in the program can be shared with this person, only with your permission.

Southwind Fields has my expressed permission to communicate details of my participation in the Southwind Fields City Locals program with the following people only:

Name/Phone/Email: _____

Name/Phone/Email: _____

- 12. Qualifications:** Participation in the Southwind Fields City Locals Program is based on the following factors:

- a) All participants must have a diagnosed disability that directly effects executive, social, cognitive, or psychological functioning.
- b) All participants must be able to live independently, with minor supervision (not more than twice weekly, or more than the number of hours decided upon by the care team), in a safe, healthy, and appropriate fashion. Participants must be able to meet their own daily needs and activities of daily living and should be able to travel, independently, within the community, without risk to personal safety, utilizing an appropriate method of transportation.
- c) Participants must be able to meet financial obligations to allow for independent living, personal needs, and provision of services by southwind fields.

- 13. Discharge/Abandonment of Agreement** The CEO/CPO reserve the right to discharge a participant, at their discretion, at any time, as the result of behavioral, health, or other concerns that are decided to jeopardize the overall health or well-being of the participant, or any other participant. Should a local be discharged, he/she is responsible for paying rent, monthly, for his/her apartment until the spot can be filled. Failure to do so may result in legal action.

If, for any reason, a participant chooses to live the Southwind Fields program, it should be understood that he/she is fully responsible for paying the remainder of his/her lease, or until a replacement roommate is found and accepted into the Southwind Fields City Local program. The participant is liable for monthly rent until either condition is met, regardless of whether or not the participant is residing in the apartment. Participants who abandon this agreement by choosing to leave the Southwind Fields program, prior to the expiration of their lease, should immediately begin seeking new housing arrangements. Southwind Fields reserves the right to remove any other locals residing in the apartment, into another apartment, as locals may only live with family or other locals.

- 14. Temporary Suspension:** The CEO/CPO also reserve the right to place any City Local on a “Temporary Suspension” from the program, should it be determined that the Local may be participating in activities that could be deemed dangerous or otherwise in violation of Southwind Fields policies, procedures, or regulations. Temporary Suspensions may be utilized after continued inappropriate behavior, or while investigation is being conducted regarding behavior that may be in violation of your original City Locals agreement. A mandatory care team staffing must take place before the City Local can be readmitted. Service fees will not be reimbursed for time spent on Temporary Suspension.
- 15. Indemnity:** The Participant agrees to indemnify and hold harmless Southwind Fields from and against all liability, claims, demands, expenses (including attorneys’ fees and court costs, if any), damages and judgments arising from property damage or injury to third parties (including wrongful death) caused, whether in whole or in part, by the Participant during the term of this agreement or any amendments or changes thereof, unless due to the gross negligence or willful misconduct of Southwind Fields, its employees, agents or contractors. Participants and their families are responsible for disclosing all medical and behavioral information to Southwind Fields, prior to admission, that may jeopardize the health, safety, or overall wellbeing of the participant while in the program. Southwind Fields cannot be held liable for any injury, illness, or other damages that may occur as the result of the participants personal health, mental state, or other behaviorally related challenges.
- 16. Entire Agreement:** This signed agreement is the complete agreement between Southwind Fields and the Participant and can only be modified by written agreement signed by Southwind Fields and the Participant.
- 17. Opportunity for Review:** As indicated by his or her signature below, the Participant acknowledges and agrees that the Participant has been provided the opportunity to fully review this agreement and engage separate legal counsel to do the same, at his or her personal discretion. Southwind Fields has explained each provision herein to the participant’s satisfaction, and the participant understands and agrees that this agreement is a fully binding contract to which he or she shall fully adhere.

IN WITNESS WHEREOF, this agreement has been entered into the day and year first above written.

Participant:

Printed Name: _____

Southwind Fields Representative:

By: _____
Leslie Bellieu
Chief Executive Officer

OR

By: _____
Charles Morris
Chief Operations Officer

OR

By: _____
Chris Bellieu
Chief Operations Officer

EXHIBIT A

Rules and Regulations

1. **Program Participation:** Participant must adhere to scheduled appointment times set forth by their local advisor or Southwind Fields nurse. Participants must comply with reasonable requests by their local advisor or Southwind Nurse as it pertains to their safety, personal care, or progress in independent living skills.
2. **Communication:** Participants must stay in regular communication with their Local Advisor and the Southwind Fields nurse. Phone calls or texts messages should be returned as soon as possible and never left overnight without response.
3. **Safety & Personal Property:** Participants should exercise care both at home and within the community. Participants are responsible for locking their apartments and protecting their valuables at all times. Participants are advised against sharing their keys to their apartments/living spaces. You may chose to give a copy of your key to your local advisor or parent for emergencies only. Southwind Fields staff will never enter your apartment/living space without appointment or without permission from the participant. Southwind Fields shall not be liable for the safety of Southwind Fields Program participants. In addition, Southwind Fields shall not be held liable for any damage or theft of personal property. Should you lock yourself out of your apartment, a Southwind Fields staff (who has a copy of your key with your permission), will unlock your apartment/living space one time, at no charge. Each additional time, a charge of \$15 will be applied. You may call the apartment emergency maintenance number to unlock your door as well. Fees applied by the apartment complex are not the responsibility of Southwind Fields.
4. **Nursing & Medical:** It is the responsibility of the participant to manage his or her medication and medical well-being.
5. **Dispute Resolution:** Any disputes between participants should be handled, in a mature fashion, between the involved parties. Anything that cannot be handled between participants should be brought to the attention of the Southwind Local Advisor and/or Southwind Fields nurse, at which time Southwind Staff will act to mediate the issue and assist the participants in finding resolution. Personal disputes that do not put someones personal safety and well-being in jeopardy are not cause for breaking of leases or termination of this agreement. Family members of participants should not attempt to mediate disputes between participants.
6. **Illegal Activity/Disrespectful Behavior:** This agreement may be terminated by Southwind Fields if the Participant, or any guest of the Participant, conducts or participates in any illegal activity or regular behavior that is considered disrespectful, whether or not such illegal activity is reported to the police and regardless of location of the incident. Southwind Fields's determination of whether an illegal activity has taken place is final. Southwind Fields shall not be held responsible for any inappropriate choices or decision making by City Local Program participants. Should Southwind Fields determine that any illegal activity, activity to be considered inappropriate or unacceptable, or activity that may jeopardize the safety of other Southwind Fields locals, could result in immediate

termination of services. By initialing below, the participant understands that discontinuation of services will include the local's intention to break his/her lease if deemed necessary by Southwind Fields CEO/CPO/COO.

7. **Drugs:** The use of any illegal substance or abuse of alcohol is strictly prohibited by all Southwind Fields participants. Failure to comply with this rule will be considered "unsafe behavior" and could be cause for automatic termination of this agreement.
8. **All Other Activity:** It is not possible for rules and regulations to cover any and all potential situations. Each case will be handled individually and decision of appropriate action on behalf of Southwind Fields will remain at the discretion of Southwind Fields. These rules may be amended at any time. Any such changes or additions will be presented to City Local participants for discussion and signature.

Participant's Initials