

Residency Agreement

San Tan Valley Assisted Living

35750 N. Belgian Blue Ct. – San Tan Valley, Arizona 85143

The purpose of this residency contract is to clarify the responsibilities between the facility, resident and the resident representative who is legally empowered to incur, discharge and conduct the personal and legal affairs of parties involved with the resident's name stated in this contract.

Parties- This is a residency agreement between _____
(Resident) and/or _____ (Resident's Representative)
who asserts that he/she is legally empowered to incur, discharge and conduct the personal & legal affairs of _____ (Resident) hereafter referred to as (Resident), and **San Tan Valley Assisted Living**, an assisted living home located at:

San Tan Valley Assisted Living

35750 N. Belgian Blue Ct. – San Tan Valley, Arizona 85143

Non-Discrimination Policy - San Tan Valley Assisted Living does, and always has, admitted persons regardless of race, creed, color, religious affiliation, or sexual preferences.

Confidentiality - Information obtained for medical and admissions record will remain confidential. The use of this information will be limited to the staff and management of San Tan Valley Assisted Living and authorized individuals from regulatory and accrediting organizations. At no time may clinical records or other confidential information relative to the resident be utilized in any way other than that what is accepted as essential for the provision of care and the billing of such care.

Basic Monthly Fee - The basic monthly fee is based on the type & amount of care required by the resident as described on the Preliminary Admission & Resident Health Status forms. Should the resident's condition change, requiring more care, the daily/ monthly fee may increase, or the resident may be referred to a facility where appropriate care is available.

Facility Responsibility - The basic fee of \$_____ per day month provides for a private shared bedroom with furnishings including bed, dresser, closet space (or other equivalent space) and bed & bathing linens, personal care needs, all meals and snacks as provided for on the facility's menus, a laundry service, housekeeping, including room cleaning and daily maintenance as needed or required, social recreational activities, generic toiletries (limited to shampoo, soaps, tissues and toilet paper) medication control and administration (if needed) access to common areas of the facility (dining room, living rooms, social areas, patios and yard area) and input (if desired) to the menu and/ or activity calendar planning.

Resident Responsibility - The resident is responsible for all required medications including prescription and nonprescription drugs, food supplements and vitamins, nursing services above and beyond what is provided by the facility including the development and review of the Resident's Service Plan (quarterly for Directed Level of care, bi-yearly for Personal Level of care, yearly for Supervisory Level of care)

medical and treatment supplies, incontinence supplies (including garments, skin barriers, special cleansing soaps or lotions, indwelling or ex-dwelling catheters and related supplies), mobility devices and their routine cleaning, maintenance and repair, supplies and equipment needed to maintain independence in performance of Activities of Daily Living, personal toiletries (including but not limited to combs, hairbrushes, hair spray, hairnets, toothbrush, denture cup, denture cleaning supplies, deodorants, skin lotions and creams and utensils for cleaning nails and ears), special equipment for eating or installing liquid nutrition, special activities outside the facility, and transportation to and from appointments.

The monthly charge shall begin on _____, the first day of residency, and will be prorated to the first day of the following month. The resident or resident's representative agrees to pay the monthly fee on or before the due date, which will fall on the **1st day of each month**.

Late Fees- If the fees remain unpaid for _____ days after the due date, a late fee of \$_____ will be added each day that the delinquency remains unpaid.

Administrative Fee - An administrative fee of \$_____ is required of the resident for processing of admission paperwork and administration. This fee is non-refundable.

NSF/Returned Item - If payment for services is returned from the payer's bank, an NSF fee of \$_____ will be charged for each occurrence and added to the invoice balance.

Security / Early Termination Deposit - A security / early termination deposit of \$_____ is required of the resident, at signing, to protect the facility against termination of the Residency Agreement without notice and unusual damage the resident may have caused to the facility and grounds.

Deposit Refunds - To receive full refund of the security deposit, the resident or resident's representative must give a full 30-day written notice to owner or manager of (facility) of intent to terminate the Residency Agreement, by moving the resident from the facility in a timely manner and in addition, there must be no damage to the facility beyond the normal wear and tear of the resident's area. Failure to give 30-day notice of termination of the Residency Agreement will result in funds being deducted from the deposit on a pro-rated basis until the census position the resident has vacated is filled by another resident or the amount of the deposit is exhausted, whichever comes first.

The management recognizes that in some instances a 30 calendar days written notice to terminate the Residency Agreement may not be possible and will give a full refund of the deposit for the following circumstances:

- The demise of the resident.
- The discharge of a resident who has changes in physical, mental, emotional, or functional status which places them at a level of care beyond the scope of practice allowed by the facility's license.
- The resident's behavior or health possesses a threat to the health or safety of other individuals in the facility.
- The resident or resident's representative terminates the resident's Residency Agreement immediately for abuse, neglect or exploitation as substantiated by a governmental agency.
- The resident or resident's representative may terminate the Residency Agreement after providing 14 calendar days written notice for the facility's failure to comply with the resident's Service Plan or Residency Agreement.
- The manager requests the termination of the contract with 14 calendar days written notice because the resident's or resident's representative's failure to pay fees.

- By mutual agreement of all parties to this agreement.

Deductions will be made from the deposit or the resident's Personal Fund (if any) for any of the following:

- Damage to the facility that exceeds normal wear & tear. For example, broken windows, doors, furnishing, light fixtures, damage to walls or paneling, moldings, drapes, curtains, etc. caused by any action out of abnormal behavior.
- Any outstanding cost for beautician services, medical supplies, nutritional supplements, incontinence garments, clothing, medications, or personal toiletries incurred by the facility at the request of the resident or resident's representative on the behalf of the resident.
- Violations of the terms of this Residency Agreement.

Deductions from the deposit will not be made for routine cleaning of carpets, floors, painting of the walls, cleaning of furnishings or other items considered as normal wear and tear in the facility.

Deposits and other monies being refunded will be returned as soon as all deductions or fees are made, if any, by the terms of this agreement and as spelled out in the resident's actual discharge from the facility. Included with the refund will be a written statement that details:

- The disposition of the resident's personal property or the location of their storage.
- An accounting of all fees, resident personal funds, or deposits owed to the resident; and
- An accounting of any deductions from the fees or deposits.

Services:

List of the services to be provided to the resident: (Check all that apply)

Facility

- | | |
|---------------------------------|--------------------------|
| ✓ Supervisory Level of care | ✓ Exterior Door Ramps |
| ✓ Personal Level of care | ✓ Outside Activity Space |
| ✓ Directed Level of care | ✓ Laundry Services |
| ✓ Respite | ✓ Meal Services |
| ✓ Resident Room/ Unit | ✓ Meal Planning |
| ✓ Climate Control | ✓ Special Diets |
| ✓ Evacuation Service | ✓ Safety Devices |
| ✓ Dining Area w/ table & chairs | ✓ Copy/Fax Services |
| ✓ Transferring Devices | ✓ Internet Services |
| ✓ Accessible Bathroom | ✓ Phone |
| ✓ Housekeeping Services | |

Bedroom

- | | |
|------------------------------|--|
| ✓ Bed | <input type="checkbox"/> Private Bathroom |
| ✓ Storage Space, personal | <input type="checkbox"/> Semi-Private Bathroom |
| ✓ Storage Space for clothing | <input type="checkbox"/> Cable TV in room |
| ✓ Clean Linen | <input type="checkbox"/> Internet Services |
| ✓ Light for reading | <input type="checkbox"/> Phone |

Activities of Daily Living

- | | |
|------------------------------|--------------------------------|
| ✓ Assistance with Dressing | ✓ Assistance with Transferring |
| ✓ Assistance with Grooming | ✓ Assistance with Prosthetics |
| ✓ Assistance with Bathing | ✓ Assistance with Orthotics |
| ✓ Assistance with Eating | ✓ Assistance with Activities |
| ✓ Assistance with Toileting | ✓ Assistance with Exercising |
| ✓ Assistance with Ambulation | |

Medical Services:

- | | |
|--|-------------------------------------|
| ✓ Medication | ✓ Medication Administration |
| ✓ Medication Storage | ✓ Vitals Measurements and Recording |
| ✓ Medication Assistance in Self – Administration | ✓ Assistance with Treatments |

Additional available services for fee or paid for by insurance:

- | | |
|------------------------|------------------------|
| ✓ Hospice | ✓ Dry Cleaning |
| ✓ Home Health | ✓ Pet Services |
| ✓ Companion | ✓ Cable TV in Room |
| ✓ Mobile Physician | ✓ Phone |
| ✓ Lab Draws | ✓ Internet Services |
| ✓ Mobile X-Ray | ✓ Copy/Fax Services |
| ✓ Physical Therapy | ✓ Transferring Devices |
| ✓ Occupational Therapy | ✓ Concierge Services |
| ✓ TB Services | ✓ Transportation |
| ✓ Mobile Dentist | ✓ Safety Devices |
| ✓ Beautician Services | ✓ Adaptive Devices |
| ✓ Nail Services | |

The Resident or Resident’s Representative’s is responsible for the balance for costs for any of the following conditions:

1. Damage to the facility that exceeds normal wear & tear. For example, broken windows, doors, furnishing, light fixtures, damage to walls or paneling, moldings, drapes, curtains, etc. caused by any action out of abnormal behavior.
2. Any outstanding cost for beautician services, medical supplies, nutritional supplements, incontinence garments, clothing, medications, or personal toiletries incurred by the facility at the request of the resident or resident’s representative on the behalf of the resident.
3. Violations of the terms of this Residency Agreement.
4. Resident leaves the facility for the following:
 - The discharge of a resident who has changes in medical or health needs or who’s physical, mental, emotional, or functional status which places them at a level of care beyond the scope of practice allowed by the facility’s license.
 - The resident’s behavior or health possesses a threat to the health or safety of other individuals in the facility.
 - The resident or resident’s representative terminates the resident’s Residency Agreement immediately for abuse, neglect or exploitation as substantiated by a governmental agency.
 - The resident or resident’s representative terminates the Residency Agreement after providing 14 calendar days written notice for the facility’s failure to follow the Service Plan or Residency Agreement.

- The management requests the termination of the contract because the resident or the resident's representative violates the internal Facility Requirements or because resident's behavior disrupts the routines and policies of the facility.

The Resident or Resident Representative will provide a 30-day notice if decided to terminate the Residency agreement for any reason. Failure to provide 30-day notice, Resident or Resident Representative is responsible for the room charges being vacant or until the room is being filed.

Hospice Services - Residents receiving hospice services at the time of admission or who initiate hospice services after admission **shall NOT** be entitled to any refund for whatever reason including death of the resident.

Resident Personal Fund - This facility will not manage or be responsible for the resident's personal funds. A personal fund may be set up and managed according to the facility's policy and procedures.

Referral Fee Disclosure - A referral fee will be paid be paid to the referring agency or person upon admission of this resident to this facility. \$ _____ referral fee paid.

- Name of Referral Agency: _____
- Contact Person: _____
- Phone Number: _____

Residents receiving care to this facility **after 10 days of stay**, is considered as full month, and **shall not** have entitled to any refunds for whatever reason, including death of resident.

Termination - The management will provide the Resident or Resident's Representative **30 days** written notice before terminating the Residency Agreement **except for the following** circumstances:

San Tan Valley Assisted Living may terminate the residency agreement of a resident without notice if the resident exhibits behavior that is real and or immediate threat to the health and safety of the resident or other individuals in an assisted living facility.

San Tan Valley Assisted Living may terminate the Residency Agreement after providing 14 days written notice to the resident or residents representative for the following reasons:

- For nonpayment of fees, charges, or deposit; or
- If the individual requires continuous medical services;
- If the individual requires continuous Nursing services, unless the assisted living facility complies with A.R.S. § 36-401(C); or
- If the individual requires continuous Behavioral health services;
- The primary condition for which the individual needs assisted living services is a behavioral health issue;
- The services needed by the individual are not within the assisted living facility's scope of services and a home health agency or hospice service agency is not involved in the care of the individual; or
- The individual requires restraints, including the use of bedrails.

Resident Terminating Residency - It is the policy of San Tan Valley Assisted Living that a resident or resident's representative may terminate residency for the same reason(s) with same advance written notice.

Written Notice of Termination - With a 30-calendar day written notice of termination of residency, for any other reason.

San Tan Valley Assisted Living's manager shall ensure that a written notice of termination of residency includes:

- The effective date of the termination of the Resident's Residency.
- The reason for termination.
- The policy for refunding fees, charges, and deposits; and
- The resident's right to grieve the termination.
- The facility's grievance procedure.
- A copy of resident's service plan.
- A copy of the most recent documentation of proof of freedom from active TB; and
- Contact information of the local Area Agency on Aging and D.E.S. State Long -Term Care Ombudsman.

If San Tan Valley Assisted Living issues a written notice of termination of residency to a resident or resident's representative because the resident needs services, the assisted living facility is either not licensed to provide or is licensed to provide but not able to provide, a manager shall ensure that the written notice of termination of residency includes a description of the specific services that the resident needs that the assisted living facility is either not licensed to provide or is licensed to provide but not able to provide.

Complaints / Grievances - The resident or resident's representative has the right to file a complaint/ grievance against any management decision to terminate the Residency Agreement or any other issue affecting the care of the resident.

Step 1 - A resident or resident's representative shall explain in writing the grievance to the manager of record of or of the time or of that shift.

- a. The written complaint / grievance will include the cause of the grievance and provide a suggested remedy. A complaint / grievance must be brought within 10 working days from the day the decision, service or lack of service was observed.
- b. The manager, either alone or in collaboration with the licensee (owner), if the two positions are distinct and separate, shall reach the decision or communicate it in writing to the resident or resident's representative within **10 working days** of receipt of the written grievance.

Every effort should be made to settle complaint/ grievances at this stage

Step 2 - If the resident or resident's representative feel the decision of the manager and/ or licensee is still unfair, the resident or resident's representative shall respond in writing within 10 working days, requesting reconsideration of the issue.

- a. The response should again offer suggestions on what would be considered a fair compromise of the situation.
- b. The manager shall then form a committee of three individuals including the manager, the individual who developed the service plan (if different from the manager) or a nurse and another individual affiliated with the facility i.e. resident, caregiver, volunteer, to meet together and review the grievance.
- c. The manager shall make a written reply of the committee's decision to the resident or resident's representative second written response within 10 working days.
- d. The resident or resident's representative may choose to be present during the committee meeting to represent the case of the resident.

Step 3 - If the resident or resident's representative still feel that the decision of the management has not resolved the problems, he or she should seek outside counsel through the Arizona Department of Health Services office of Home and Community Based Licensure or through the DES Long Term Care Ombudsman or any other persons or resident advocacy agencies.

Any reply which is not appealed by the resident or resident's representative within the time allowed at each level shall be considered settled and binding on the part of the resident or resident's representative and the facility.

Temporary Absence from the Facility - During short periods of absence from the facility for recreational or medical reasons the daily fee continues uninterrupted until such time notice is given that the resident will not be returning to the facility. Once the facility is notified that the resident will not be returning, the storage fee for storage of the resident's belonging are removed from the facility or the resident's representative grants written permission for disposal of the belongings. This fee will only be waived if not allowed by contract from another agency.

Rate and Fee Increases - The facility will provide a minimum of 30 days advance written notice before any fee or charge increase for any service or care the resident receives while living in the facility unless the fee increase is based upon changes in the resident's health, medical, emotional or functional care needs as specified in the service plan. In this instance the fee increase will begin as soon as the resident's representative is notified in writing. All written notification will include the effective date and the reason(s) for the fee increase.

Additional Services and Charges - The following services are available for additional charges:

Service Plan - including assessment and written instructions for care by contract nurse at \$_____ for initial service plan and \$_____ for each additional or the prevailing rate established by contract Service Plan provider.

Healthcare Directives - The Life Care Planning program has been developed by the Arizona Office of the Attorney General publishes the rules for Arizona on "Health care directives". Please review the video on Healthcare Directives found at <https://www.azag.gov/seniors/life-care-planning>. Health Care planning forms are available at this link.

Liability Limitations - The facility and its employees do not accept responsibility for falls, accidents, or injury to a resident residing in the home. You agree to hold the facility and its employees/agents harmless for any damages or injury or other loss resulting from:

- a. Reasonable acts or admissions made in good faith
- b. Actions of any third party, fire, water, theft, or the elements.
- c. Loss of personal property.

Disclaimers - The facility and its staff are not liable for injuries or illnesses arising from the Residents Medical condition or physical infirmity. The facility will not assume responsibility for jewelry or other valuables of the resident. Please do not leave cash, expensive jewelry, etc. with the resident. The management will ensure that the resident lives in clean and safe environment with nutritious food and caring and pleasant staff. The facility staff will comply with the Internal Facility Rules, Primary Care Physician other licensed medical provider's orders, and the Service Plan.

Initial the items below signifying they were given or explained to the resident's representative.

- | | |
|--|-----------------|
| <input type="checkbox"/> A copy of the Internal Facility Requirements was provided. | Initials |
| <input type="checkbox"/> A copy of the Resident's Rights was provided and explained. | _____ |
| <input type="checkbox"/> Agency phone numbers, required by ADHS were provided. | _____ |
| <input type="checkbox"/> The evacuation plan was reviewed and explained. | _____ |

Attorney's Fee - In the event of a legal case which might arise out of this agreement, the resident and/or resident's representative will become personally liable for any legal cost(s) associated with the enforcement of this agreement to include, but not limited to attorney's fees.

Awake or Sleeping Staff, Nighttime Hours - At least the manager or caregiver is present at an assisted living home when a resident is present in the assisted living home and:

- a. Except for nighttime hours, the manager or caregiver is awake; and
- b. If the manager or caregiver is not awake during nighttime hours:
 - i. The manager or caregiver can hear and respond to a resident needing assistance; and if the assisted living home is authorized to provide directive care services, policies and procedures are developed, documented, and implemented to establish a process for checking on a resident receiving directed care services during nighttime hours to ensure the resident's health and safety.

- San Tan Valley Assisted Living does** have staff awake at night.
- San Tan Valley Assisted Living does not** have staff awake at night but will respond to resident requests and Caregivers will check residents every **2 to 3 hours** during nighttime, depending on level of care.

Signatures

Resident's or Resident Representative:

Date:

Manager or Facility's Representative:

Date: