



RESIDENCY AGREEMENT

This Residency Agreement is entered into this date and made effective as of _____

between _____ located at _____

(hereafter as "Facility" or "Company"), _____ (hereafter as "Resident")

and _____ (hereafter as the "Representative"), where applicable,

who asserts that he/she is legally empowered to incur and discharge debts and conduct the personal affairs of the Resident. For purpose of simplicity, where this agreement refers to Resident or Patient hereinafter is synonymous with Resident's Representative, Guardian, or Agent with Power of Attorney.

Admission Date: _____

The parties agree as follows:

I. MONTHLY RENT & SERVICES PROVIDED

The Facility is an Assisted Living Home. An Assisted Living Home is defined as an assisted living facility that provides resident rooms to ten or fewer residents. The Facility is licensed by the Arizona Department of Health Services to provide supervisory care, personal care, or directed care services. These service levels are as follows:

LEVEL	Assisted Living Services	Amenities/Services per Level of Care	Select Level
1	SUPERVISORY General supervision, include functioning and intervening in a crisis, and assistance in the self-administration of prescribed medications.	<ul style="list-style-type: none">•Three Dietitian Approved Nutritious Meals Daily & Snacks available•Weekly housekeeping, Linen, Towel, and Personal Laundry•All Utilities•Television and Local Telephone Service•Arrange Transportation Services [fee additional]•Licensed Nurse/Scheduled Visits•Regular Weight & Blood Pressure Checks•Social, Spiritual, and Recreational Activities [On Site]	<input type="checkbox"/>
2	PERSONAL CARE Assistance with coordination and provision of intermittent nursing services, and the administration of medications and treatments.	<ul style="list-style-type: none">•Includes Levels 1 Care Services•Assistance with Preparation for *ADLs•Medication Management and Administration•Incontinence Monitoring and Reminders for Toileting•Reminders for Dining, Hydration, and Activities	<input type="checkbox"/>



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3	DIRECTED CARE Personal Care Services and programs provided to persons who are incapable of performing basic self-care, including those who may not be able to express those needs or summon assistance.	•Includes Levels 1 & 2 Care Services •Assistance to Dining Room and Activities •Monitoring of Nutritional Status •Assistance with *ADL •Incontinence Care with Enhanced Personal Laundry and Housekeeping	<input type="checkbox"/>
	BEHAVIORAL CARE Included with all levels of care. FOLLOWS AZDHS' OPIOID POLICY	Assistance with psychosocial interactions to manage behavior that can be performed by an individual without professional skills and may include direction provided by a behavioral health professional and medication ordered by a medical practitioner or behavioral health professional	
<p>*Activities of Daily Living: bathing, dressing, grooming, eating, mobility, transfer, and toileting</p> <p>-Level of Care for the Facility are predicated upon the level of care number selected above which corresponds to services as outlined.</p> <p>-The Facility does not discriminate based on race, color, national origin, disability, marital status, religion, or gender.</p> <p>-The Facility has non awake staff during night shift, but routinely performs check-ins throughout the night</p>			

The current monthly rent schedule is as follows:

Level of Care	Standard (Shared)	Premium (Private)
Level 1	\$3,000	\$4,500
Level 2	\$3,500	\$5,000
Level 3	\$4,000	\$5,500

Room rate table above reflects Residency Boarding and corresponding Care Services, excluding medications and transport outside facility. Rate may be reassigned with ten days written notice based on site assessment to determine actual Level of Care required.

The Monthly Rent includes the following:

- A room with storage space for clothing, private storage space for personal belongings
- Use of all common areas.
- Daily supervision consistent with the Level of Care.
- Three healthy meals plus snacks daily.
- Monitoring of medications, assistance and/or administration of medications as directed in the service plan.
- Supervision of activities of daily living (eating, bathing, dressing, etc.) as required.



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- Recreational activities and supplies including daily reading materials.
- Physician coordination if needed.
- Other written arrangements as agreed upon by the Resident and the Facility Manager.
- Incontinence supplies
- Toiletries such as shampoo, conditioner, toothbrush, toothpaste, shaving supplies
- On-site Nurse visit per Care plan and TB testing as required.
- Grooming, haircare, manicure

II. TERMS

This Agreement will be in effect for one month and shall automatically renew month-to-month unless a request for termination is provided in writing by either party. The effective start shall be the date listed above.

The first and last month's rent is due prior to move-in. In the event of a temporary absence from the home, 100% of all monthly rent shall continue if the Resident wishes to retain his or her room. If the Resident does not wish to retain the room, the Resident must request termination of this lease in writing, otherwise subject to further charges. Last month's rent is refundable and pro-rated from date termination request is received.

The Facility reserves the right to adjust the Monthly Rent upon thirty (30) days' written notice to Resident, except as otherwise provided in this Agreement. The Facility shall provide at least 30 days' written notice, and the Last month's rent will not change. Rooms can only be held for seven days with fifty percent deposit.

If a Resident is admitted to a hospital, upon release, we may deem them beyond our capacity to continue care and reserve the right to refuse return to the facility.

III. SECURITY DEPOSIT & ADMINISTRATIVE FEE

The Facility charges a **non-refundable administrative/security deposit** of **\$500.00** to cover computer data entry; contract processing, service plan/intake assessment, transition counseling, admission, discharge, record storage for up to six years, carpet cleaning, repairs, and painting.

IV. RESIDENT RESPONSIBILITIES AND OBLIGATIONS

Statements will be issued quarterly. Monthly rent and/or charges are due on or before the admission date. Payments made after 5 days of each month's due date will be subject to a late fee of 1% for each day after the 5th day. If payment is not received by the 15 days of the month's due date, the Facility will give written notice of intent to terminate this contract, and the Resident will need to be removed from the premises within 14 days of the notice. At the time of move out, all amounts and fees will be due immediately. If the Resident is not moved and/or the amounts due are not paid, the Facility reserves the right to institute any applicable legal or other action authorized by law.

At that time, any costs for transportation of the Resident and /or for the collection of fees and charges, as well as the fees and charges due, shall be deducted from the Security Deposit. The Facility reserves the right to recover any costs or charges not covered by the Security Deposit pursuant to the applicable law.



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The Resident will agree to abide by all house rules and contract rules. The Resident will agree to pay for any damages that occurs to the property because of the Resident's direct acts or negligence. Prior to or upon admission of the Resident, the Facility will provide the Resident with a copy of the house rules along with the Resident rights. These rules and rights shall be discussed with and signed by the Resident.

The Resident may bring personal items, furniture, and decorations. All personal property of the Resident is at the Resident's own risk. The Facility will not be held responsible for lost, stolen or damaged property. Any medications [Aspirin & Non-Aspirin] and or substances not authorized by doctor will be disposed of or given back to the Resident's if applicable. Prior to admission and annually thereafter, each prospective Resident shall provide evidence of being free from pulmonary tuberculosis. Evidence shall consist of a report of a negative Mantoux skin test taken within three months of submitting the report, or a written statement from a physician indicating that following the evaluation of a chest x-ray the person was determined to be free from pulmonary tuberculosis/infectious lung disease.

V. TERMINATION OF RESIDENCY AGREEMENT (R9.10.807)

1.By the Facility: The Manager of The Facility may terminate residency of a resident as follows:

a.WITHOUT NOTICE IF:

i.The Resident exhibits behavior that is an immediate threat to the health and safety of the Resident or other individuals in the Facility.

b.14-CALENDAR DAY NOTICE: The facility may terminate a Resident's residency agreement after 14-calendar day written notice to a Resident for one of the following reasons:

i.Documentation of failure to pay deposit, fees, or charges

ii.The Resident's urgent medical or health needs require immediate transfer to another health care facility

iii.If Resident requires continuous medical services.

iv.If Resident requires continuous nursing services, unless the facility complies with ARS36-401(C); or

v.If Resident requires continuous behavioral health services.

vi.A Resident shall not be retained if their care and service needs exceed the services that the facility is licensed to provide or is beyond our Scope of Services including Physical restraints, bedrails, Behavioral Health Services, or services that the facility is not licensed to provide.

c.30-DAY CALENDAR NOTICE: Except as noted above, the facility shall not terminate a Resident's residency agreement without providing the Resident a 30-calendar day written notice for any other reason.

d.The Manager of the facility may issue a written Notice of Termination of Residency to a resident and include:

i.If resident requires services that the facility is either not licensed to provide, or

ii.A description of the specific services that the resident needs the facility is either not licensed to provide or is licensed to provide but not able to provide.

1.If a Resident is submitted to the hospital, and upon release we deem them unfit for, or beyond our capacity to provide the appropriate care, we have the right to refuse their return

iii.The date of notice.

iv.The reason for termination.

v.The policy for refunding fees, charges, or deposits.

vi.The deposition of a resident's fees, charges, and deposits; and



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- vii. Contact information for the State Long-Term Care Ombudsman
- e. The Manager of the facility shall provide the following when submitting a “written notice of termination of residency” to the resident:
 - i. A copy of the resident's current service plan; and
 - ii. Documentation of the resident's freedom from infectious tuberculosis.
 - iii. If applicable a detailed 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.
- 2. By the Resident or Responsible Party
 - a. Resident or the Resident's responsible party may terminate the Agreement after providing a 14-calendar day written notice to the Facility Manager for documentation of the facility's failure to comply with the Resident's service plan.
 - b. Except as noted herein and above, the Resident shall not terminate the Agreement without providing the Facility Manager with a 30-calendar day written notice. If the Resident does not give the Facility Manager 30-calendar day written notice the facility Manager shall retain any prepaid fees paid for the Resident.

2. By the Resident or Responsible Party

- a. Resident or the Resident's responsible party may terminate the Agreement after providing a 14-calendar day written notice to the Facility Manager for documentation of the facility's failure to comply with the Resident's service plan.
- b. Except as noted herein and above, the Resident shall not terminate the Agreement without providing the Facility Manager with a 30-calendar day written notice. If the Resident does not give the Facility Manager 30-calendar day written notice the facility Manager shall retain any prepaid fees paid for the Resident.

VI. REFUND POLICY (R9.10.807)

- 1. Upon termination of residency, if applicable or not waived at move-in, a prorated refund of last month's rent less any charges or fees incurred during residency and transition. The Administrative fee and/or Security Deposit is non-refundable.
- 2. REFUND(s): All refunds are determined on a case-by-case basis by the manager of the facility. The facility shall not request or retain fees as follows:
 - i. If a resident terminates residency for abuse, neglect, exploitation, or conditions of imminent danger to life, health, or safety (as substantiated by a governmental agency)
 - ii. If 14-day notice is given by the facility or the resident, the facility shall not request or retain fees beyond the current month's fees
 - iii. If 30-day notice is given for any other reason, the facility shall not request or retain fees for more than 30 days after the date of termination of residency beyond the current month's fees.
- 3. Except as provided in the Admission Agreement, the resident shall not terminate a residency agreement without providing the facility 30 days written notice. Notice may be sent to the address in Section IX and where specified in this Agreement.



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- 4.If resident gives 30 days' notice and vacates or passes away prior to completion of 30 days, there will be no prorated rent refund for days not used in the facility for said calendar month. Arrangements may be made with Management if the stay must be lengthened after 30 days.
- 5.Within 30 days after termination, the Facility shall send the resident a statement containing:
- i.disposition of resident's personal property
 - ii.accounting of all unpaid fees incurred
 - iii.resident's personal funds required by the applicable state regulations
- 6.In the event resident has not vacated from the facility by the date listed on the termination agreement, or by the requested date of termination by the resident, the resident will be billed the current respite rate.
- 7.Upon termination of the residency agreement, any monthly rent paid beyond the vacate date shall be refunded.
- 8.CHARGE(s) will incur in situations where furniture has not been removed from the premises within 5 days of lease termination. Charges will be based on the original Admission Agreement.
- 9.In the event of death or other termination including voluntary, the monthly rent and all deposits will not be refunded.

Initial _____

VII. GRIEVANCE PROCEDURE

A Resident who has a complaint/grievance is encouraged to discuss it with the Resident Manager of the Facility. This meeting is to be held within 5 days of grievance request in the event of a 14 or 30-day notice of termination, or prior to termination in all other cases. If the grievance is not resolved at this step, the Resident may request a meeting with the licensee of the home. This meeting is to be held within 5 days of grievance request in the case of 14 or 30-day notice of termination, or prior to termination in all other cases. If the issue is not resolved, the Resident may contact the D.E.S. Long Term Care Ombudsman and/or the local Agency on Aging at 602-542-4446. The Resident have the right to contact the Ombudsman or Agency on Aging at any time before, during, or after the Grievance process.

Initial _____

VIII. LIABILITY LIMITATION

The facility, its owners, directors, officers, members, agents and employees shall not be liable to the Resident, the Resident's heirs, executors, employees, guests, or invitees on behalf of Resident for any injury or damage, including but not limited to falls or accidents involving the Resident, except as provided by applicable law. Note: If there is any issue with mobility due to the outside hardscapes, it is the responsibility of the Resident to request assistance.

IX. NOTICES

Notices, when required by the terms of this Agreement, shall be delivered to the Facility at:



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For notices to Resident, the notice shall be sent to the mailing address or email provided for the Resident. Notice will also be sent to the Representative, where applicable, if the Representative provides a current and valid mailing address and/or email to the Facility. The Facility is not responsible for returned mail or updating addresses for Resident. All notices shall be effective when personally delivered, emailed with no return error, certified mail with return receipt received, UPS, by Federal Express, or other mail services.

X. RIGHT OF ENTRY

The Resident recognize and accept the Facility's right and responsibility to enter Resident's room to carry out the purpose and intent of this Agreement. The purposes for which such entry may occur, include but are not limited to

1. performance of scheduled housekeeping, maintenance, and laundry
2. response to the call alerts
3. response to the fire alarm system
4. periodic safety inspections
5. medication administration

The Facility recognizes the Resident's right to privacy and its responsibility to limit entry to Resident's room for emergencies and to complete the services covered by this section.

XI. WAIVER

The Facility's failure to enforce Resident's or any other resident's strict compliance with this Agreement shall not be deemed a waiver of the Facility's right to insist upon the Facility's strict compliance with all terms of this Agreement.

XII. CHANGES TO THE AGREEMENT

This contract is in force from the date it is signed. If any changes are to be made to this contract, the changes must be in writing and must be signed and dated by both the Facility and the Resident. If there are to be any changes in rates or services offered, the Facility will provide ten days written notice of such changes. If state law and/or regulations conflict with any part of this contract, only that portion of the contract will be void and the remainder of the contract will remain in full force. Consequently, if a court determines that any provision of this Agreement is invalid, the remainder of this Agreement shall remain in full force and effect.

XIII. RIGHT TO CONTRACT FOR SERVICES

To perform our duties under this Agreement, the Facility reserves the right to contract for services, enter lease arrangements and delegate certain responsibilities. Notwithstanding its right to enter such arrangements, the Facility shall retain the ultimate responsibility to carry out the provisions of this Agreement for the benefit of the Facility and its residents.

XIV. REMEDIES



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The Facility's rights and remedies under this Agreement are cumulative and its exercise of any one or more of them shall not exclude or preclude the Facility from exercising any other right or remedy available under applicable law. Any delay in enforcement of any provisions of this Agreement shall not exclude or preclude the Facility from later exercising any right or remedy.

XV. ADMISSION PHOTOGRAPH

The Resident is hereby notified that upon admission, if a photo ID is not available one will be taken for identification and administrative purposes.

Initial _____

XVI. CHOICE OF LAW

This Agreement shall be governed according to the laws of Arizona. I have read, or have had read to me, this residency agreement, and I have received a copy. I agree to all the conditions that are outlined above, and I agree to abide by this contract. I understand that this contract is legal and binding.

XVII. SECURITY DEPOSIT (R9.10.807)

At the time of the signing of the Resident Agreement, the Resident shall pay to the Facility a non-refundable intake fee and security deposit of \$1,500.00 covering costs including:

1. Intake processing fees
2. Damage to the Facility exceeds normal wear and tear
3. Any damage caused by wheelchairs
4. Violations of the terms of the Residency Agreement.
5. Storage of the Resident's belongings after departure of the Resident (after 5 days)
6. Any other outstanding unpaid fees or charges incurred by the Resident.

XVIII. INFORMED CHOICE (R9.10.807)

Assisted living was developed to provide our nation's elderly with an alternative that allows each resident to maintain and/or enhance their quality of life while receiving personal care services. While our society has embraced the assisted living concept, each resident and their family need to understand, due to their freedom, autonomy, and privacy needs, our residents wish to reside in the Facility. However, there are inherent risks that are beyond our control. We DO NOT provide direct one-on-one supervision continuously throughout the day and night.

If the family or representative chooses to place their loved one in any assisted living community, the resident and all family members understand that we do not provide 24-hour skilled nursing care as our license with the State of Arizona does not currently allow. We strive to encourage our residents to be as independent as possible through a host of daily activities and provide personal care services identified in this contract where needed and agreed upon. Like living at home or with a family member, residents in ANY assisted living facility face inherent risks to bodily injury, especially in an environment that is restraint free and encourages each resident to be as independent as possible.



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In assisted living, it is not uncommon for residents to accidentally trip, have trouble ambulating from a chair or bed, or simply fall for any number of reasons. Whether your loved one has sustained a previous fall prior to moving into our assisted living home or not, you understand that residents can fall in the assisted living settings because continuous one-on-one supervision is not feasible. We do monitor and work diligently to maintain their safety as our number one goal.

Falls can occur anywhere. Bones weakened by osteoporosis can break without warning. In some instances, falls require medical attention and even hospitalization. Whether your loved one is living with you or in a facility, the risk of falls and potential injury is possible with the aging process.

If a resident falls in our facility, our policy is to work with both the family and/or representative and their physician so that we can collectively discuss appropriate and concrete interventions to hopefully reduce the risk of future falls. Yet we simply cannot make guarantees that they will not fall. For any resident who either is at risk of falling, or who is more susceptible to falling, we highly recommend the resident or family purchase HIP Protectors and well fitted orthotic shoes that reduce the risk of fractured or broken hips and increase gait and stability.

In our facility, residents are allowed freedom of movement as part of their independence. Residents, especially those who begin to show signs of confusion, dementia or early Alzheimer's disease occasionally wander into a situation, either inside or outside the building, where there may be a potential for injury. While this is unlikely, it is understood that falls may occur. It is not possible to provide continuous, uninterrupted supervision. In many cases, a family member and/or representative is the first to notice changes in their loved ones' mental state. The family/representative is an integral part in assisting our staff with what additional services are needed for your loved one. Often time it is family member who recognizes the early signs of confusion or cognitive impairment. Notify us immediately if you notice any changes. Similarly, we will notify you and the physician on record of any changes to assist in the exploration of appropriate options.

For those residents who begin to show signs of wandering, we will work with you and the resident's physician to determine the appropriate care. Our facility is licensed for "Directed Care" for the safety of our residents.

As our bodies age, skin breakdown, skin tears and bruising can unfortunately be a common occurrence. Some residents are prone to skin breakdown due to their medical history and/or medications they are prescribed. For those residents who are "at risk" for skin breakdown, including those who need assistance with bathing and dressing, spending time in a wheelchair, or have diabetes, we highly recommend purchasing pressure reducing surfaces for beds to reduce the risk of skin breakdown. In addition, we will work with the resident, representative, and physician to modify their service plan, although realizing the physician oversees the care and treatment for any skin breakdown.



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Due to privacy concerns we may suggest certain resident consent to a full body check for skin breakdown, thereby waiving any violation of resident's privacy rights in the process. Care plan including assistance with bathing or dressing enables ease of visual inspection of the skin. We still ask your assistance if you notice any reddened areas or places where the integrity of skin is compromised. If you notice that your family member has a particular area that raises concern, please notify one of our staff members so that we can notify the physician.

Although we will try to prevent it, sometimes a resident's property can be damaged or lost due to the independence we encourage with all our residents. An item of clothing might be replaced. Dentures or hearing aids can be lost or unintentionally thrown away by the resident. While we will work to help our residents keep up with these items, we cannot be responsible for guaranteeing the safety of a resident's person property.

For those residents who have been assessed by their own attending physician to be of sound mind in taking their own daily prescriptions without any assistance, you acknowledge we cannot be held responsible if we are not providing them with assistance with medications; their level of care may be modified at any time at the direction of their attending physician and need for level of care to be re-evaluated and agreed upon by both Parties.

We have outlined some of the more common inherent risks the elderly face every day in almost any setting. Each resident may be subject to other risks. For example, an immediate change in mental, physical, and/or medical condition potentially resulting in negative outcomes depending on the resident's individual diagnosis.

In summary, you acknowledge that our facility does not provide complete protection from various types of inherent risks, as our goal is to promote independence and Quality of Life. We are not 24-hour skilled nursing facility. If you, desire or need a higher level of protection than we can reasonably provide, the Resident's care will be evaluated to determine the benefits of another setting such as transferring to a skilled nursing facility.

By signing this agreement, you acknowledge that the Company *has* informed you that we do not offer a 100% risk-free environment.

You also affirm that you have elected to move yourself or your loved one to our Facility with the awareness of the inherent risks that come from our assisted living home since we promote freedom, independence, and certain privacy for our Residents.

XIX. RESIDENT RIGHTS (R9.10.810A)

The manager of the Facility shall ensure that, at the time of acceptance, the Resident receives a written copy of the requirements in subsection (B) and the resident rights in subsection (C).



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Per R9-10-810-B:

A manager shall ensure that:

- 1.A Resident is treated with dignity, respect, and consideration.
- 2.A Resident is not subjected to abuse, neglect, exploitation, coercion, manipulation, sexual abuse, sexual assault, seclusion, restraint, retaliation for submitting a complaint to the Department or another entity, or misappropriation of personal or private property by facility's manager, caregivers, assistant caregivers, employees, or volunteers
- 3.A resident:
 - 1.Is informed of the following:
 - i.The policy on health care directives, and
 - ii.The resident complaint process
 - 2.Consents to photographs of the resident before the resident is photographed, except that a resident may be photographed when accepted as a resident by an assisted living facility for identification and administrative purposes
 - i.Except as otherwise permitted by law, provides written consent before the release of information in the resident's medical and/or financial records
 - 3.May:
 - i.Request or consent to relocation within the assisted living facility; and
 - ii.Except when relocation is necessary based on a change in the resident's condition as documented in the resident's service plan, refuse relocation within the assisted living facility
 - 4.Has access to the resident's records during normal business hours or at a time agreed upon by the Resident and the manager, and informed of:
 - i.The rates and charges for services before the services are initiated
 - ii.A change in rates or charges at least 30 calendar days before the change is implemented, unless the change in rates or charges results from a change in services
 - iii.A change in services at least 30 calendar days before the change is implemented, unless the resident's services plan changes



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Per R9-10-810-C:

A resident has the following rights:

1. Not to be discriminated against based on race, national origin, religion, gender, sexual orientation, age, disability, marital status or diagnosis
2. To receive assisted living services that support and respect the resident's individuality, choices, strengths, and abilities
3. To receive privacy in:
 - a. Care for personal needs
 - b. Correspondence, communications, and visitations; and
 - c. Financial and personal affairs
4. To maintain, use, and display personal items unless the personal items constitute a hazard
5. To choose to participate or refuse to participate in social, recreational, rehabilitative, religious, political, or facility activities
6. To review, upon written request the medical record of the resident
7. To receive a referral to another health care institution if the assisted living facility is not authorized or not able to provide physical health services or behavioral health services for the resident
8. To choose to access services from a health care provider, health care institution, or pharmacy other than the assisted living facility where the resident is residing and receiving services or health care provider, health care institution or pharmacy recommended by the assisted living facility
9. To participate in the development of, or decisions concerning the resident's service plan; and
10. To receive assistance from a family member, the resident's representative, or other individual in understanding, protecting, or exercising the resident's rights.

XX. ACKNOWLEDGEMENT AND ACCEPTANCE

I acknowledge that I have read the Residency Agreement completely including resident rights, or had them read to me, and that I have received a copy of all relevant addendums and required documents. I understand that it is the responsibility of the manager and staff of the facility to assist me in exercising my rights.

Resident Signature

Date

Responsible Party on Behalf of Resident

Date

Manager's Signature (or Authorized)

Date