

## Residency Agreement

This is an agreement between Adriel Care Home, located at., 11550 N. 150 TH Ln., Surprise, Arizona 85379, and \_\_\_\_\_ who asserts that he/she is legally empowered to incur and discharge and conduct the personal and legal affairs of \_\_\_\_\_, hereafter known as the resident.

Date: \_\_\_\_\_ Date of admission: \_\_\_\_\_

### Monthly Fee

The basic monthly fee is based on the type and amount of care required by the resident as described on the Preliminary Admission and Resident Health Status forms.

The basic monthly fee of \$ \_\_\_\_\_ and provides for:

1.  Semi-private or  private room with furnishings
2. Bed and bathing linen
3. Housekeeping and laundry
4. Three meals and three snacks per day
5. Access to all common areas
6. Care needs as outlined in the resident's service plan
7. Daily supervision 24 hours per day
8. Monitoring, assistance with or administration of medication as directed in the service plan
9. Supervised activities of daily living (eating, bathing, dressing, etc.) as required
10. Recreational activities and supplies including reading materials

This agreement shall be on a month-to-month basis. The monthly charge shall begin on the day the resident moves in and is nonrefundable. The next month's payment will be  prorated to the beginning of the month or  will be due on the same calendar day \_\_\_\_\_ of each month thereafter. The resident or resident's representative agrees to pay the monthly fee on or before the due date, and should the fee remain unpaid for seven days after the date, which will fall on the \_\_\_\_\_ day of each month, a late fee of five percent of the monthly fee will be added. If the monthly fee is not received after 14 days, the resident's representative will receive 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. In the event that the resident is not moved and/or the amounts due are not paid, the home reserves the right to have the resident placed in the care of Adult Protective Services and take legal action to receive funds.

### Additional Services at Additional Costs

1. Service plans (as required by the state health department)
2. Optional beautician services (haircuts, perms, manicures, pedicures, etc.)
3. Transportation to health care appointments

The cost for these services may vary; however, the resident or the resident's representative will be notified of the cost prior to authorization of service.

### **Rate Increases**

Should the resident's condition change, requiring more care, the monthly fee may increase, or the resident may be referred to a care home where appropriate care is available. The care home will provide at least 30 days' written notice prior to the effective date of any change in a fee or charge, except when a resident's service needs change as documented in his/her service plan. In this instance the fee increase will begin as soon as the resident or resident's representative is notified in writing. All written notification will include the effective date and the reason(s) for the fee increase.

### **Resident Responsibilities**

Personal care items (such as brush, comb, toothbrush, toothpaste, hair styling products, shaving products, lotion, etc.), medications and special diet supplements (such as Ensure) are to be provided by the resident or the resident's representative.

The resident and/or the resident's representative agrees to abide by all house and contract rules. Prior to or upon admission, the resident shall receive a copy of the House Rules along with Resident Rights. These rules and rights shall be discussed with and signed by the resident or the resident's representative.

The resident may bring personal items, furniture and decorations as long as they are approved by the manager.

The Adriel Care Home will not be held responsible for lost, stolen or damaged property.

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 six months of submitting the report or a written statement from the physician indicating that following the evaluation of a chest X-ray the person was determined to be free from pulmonary tuberculosis.

### **Deposits and Refunds**

A deposit of \$\_\_\_\_\_ is required of the resident to protect the care home against termination of the Residency Agreement without notice and unusual damage the resident may cause to the care home and grounds.

1. To receive full refund of the deposit, the resident or the resident's representative must give a full 30-day written notice of intent to terminate the Residency Agreement by moving the resident from the care home and there must be no damage to the care home beyond the normal wear and tear of the resident's area.  
Failure to give 30 day's notice of termination of the Residency Agreement will result in the funds being deducted from the deposit on a prorated basis until the census position the resident has vacated is filled by another moving into the care home or the amount of the deposit is exhausted, whichever comes first.
2. The management recognizes that in some instances a 30-day written notice to terminate the Residency Agreement may not be possible and will give a full refund of the deposit for the following circumstances:
  - a. The death of the resident.

- b. The discharge of a resident who has changes in physical, mental, emotional or functional status which places the resident at a level of care beyond the scope of practice allowed by the care home's license.
    - c. The resident's behavior or health poses an immediate threat to the health and safety of the resident or other individual in the assisted living home.
    - d. The resident or the resident's representative terminates the resident's Residency Agreement immediately for abuse, neglect or exploitation as substantiated by a government agency, conditions of imminent danger to life, health or safety.
    - e. The resident or the resident's representative terminates the resident's Residency Agreement after providing 14 days' written notice for the care home's failure to comply with the resident's service plan or Residency Agreement.
    - f. The management requests the termination of the contract with 14-day written notice because the resident's or the resident's representative's behavior violates House Rules or the Residency Agreement.
3. Deductions will be made from the deposit or the resident's Personal Fund (if any) for any of the following:
  - a. Damage to the care home that exceeds normal wear and tear, e.g. broken windows, doors, furniture, light fixtures, damaged wall paneling, molding, drapes/curtains, etc. caused by any acting out or abnormal behavior of the resident.
  - b. Any outstanding costs for long distance telephone calls, beautician services, medical supplies, nutritional supplements, incontinence garments, clothing, medication or personal toiletries incurred by the care home at the request of the resident's representative or as itemized in the resident's Residency Agreement on the resident's behalf.
  - c. Violations of the Residency Agreement as outlined somewhere in this policy.
4. Deductions from the deposit will not be made for routine cleaning of carpet or floors, painting of walls, cleaning of furniture or drapes/curtains or other items considered as normal wear and tear in the care home.
5. Refund of the resident's basic monthly fee will be prorated to the day the resident actually leaves the care home.
6. 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 policy and as spelled out in the Residency Agreement, but not to exceed 30 days from the date of the resident's actual discharge from the care home. Included with the refund will be a written statement that includes:
  - a. The disposition of the resident's personal property.
  - b. An accounting of all fees, resident personal funds or deposits owed to the resident.
  - c. An accounting of any deduction from the fees or deposits.

## **Termination of Residency Agreement**

1. The management will provide the resident or the resident's representative 30 days' written notice before terminating the resident's Residency Agreement except in the following circumstances:
  - a. The management will terminate the resident's Residency Agreement 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 care home.
    - ii. the resident's urgent medical or health needs require immediate transfer to another health care institution.
    - iii. the resident's care and service needs exceed the services the assisted living home is licensed to provide.
  - b. The management will terminate a resident's Residency Agreement after providing 14 days' written notice to a resident or the resident's representative for one of the following reasons:
    - i. Documented failure to pay fees or charges.
    - ii. Documented resident's noncompliance with the Residency Agreement or House Rules.
2. The resident or the resident's representative may terminate the resident's Residency Agreement without notice due to neglect, abuse, exploitation or if conditions exist which place the resident in imminent danger to life, health or safety, if substantiated by a governmental agency.
3. The resident or a resident's representative may terminate the resident's Residency Agreement after providing 14 days' written notice to the management for documentation of the care home's failure to comply with the resident's service plan or Residency Agreement.
4. The management will include with any written notice of termination of the resident's Residency Agreement the following information:
  - a. The reason for termination
  - b. The effective date of the termination of the resident's residency
  - c. The resident's right to grieve the termination
  - d. The care home's grievance procedures
  - e. The care home's refund policy
5. The management will include with any written notice of termination of the resident's Residency Agreement the following items:
  - a. A copy of the resident's service plan
  - b. Phone numbers and address of the local Area Agency on Aging and DES Long Term Care Ombudsman
  - c. A copy of the resident's most recent documentation of freedom from active pulmonary disease

## **Grievance Procedure**

A resident or resident's representative who has a complaint/grievance is encouraged to discuss it with the manager of the home prior to the following steps.

1. (Step 1) A resident or resident's representative shall explain the grievance in writing to the manager.
  - a. The written grievance will include the cause of the grievance and provide a suggested remedy. A grievance must be brought within five working days from the day of 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 a decision and communicate it in writing to the resident or the resident's representative within 10 working days of receipt of the written grievance.
2. (Step 2) If the resident or the resident's representative feels the decision of the manager and/or licensee is still unfair, the resident or the 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 care home, i.e. resident, caregiver, volunteer, to meet together and review the grievance.
  - c. The manager will make a written reply of the committee's decision to the resident's or the resident's representative's second written response within five working days.
  - d. The resident or the resident's representative may choose to be present during the committee meeting to represent the case of the resident.
3. (Step 3) If the resident or the resident's representative still feels that the decision of 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 Ombudsman or any other person or resident advocacy agencies.
4. Any disposition which is not appealed by the resident or the resident's representative within the time allowed at each level shall be considered settled and binding on the part of the resident or the resident's representative.

### **Liability Limitation**

The Adriel Care Home and its employees do not accept responsibility for falls, accidents or injury to a resident residing in the home.

This care home will not assume responsibility for jewelry or other valuables of the resident. Please do not leave large sums of cash, expensive jewelry, etc., with the resident.

### **Changes to the Agreement**

This contract is considered to be in full force and effective 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 Adriel Care Home and the resident or the resident's representative. If

there are to be any changes in rates or services offered, the home will provide a 30-day written notice of such changes unless the resident's service needs change as documented in the resident's service plan as required in R9-10-711A7.

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.

I have read, or have had read to me, this admission agreement, and I have received a copy. I agree to all of the conditions that are outlined above and I agree to abide by this contract. I understand that this contract is legal and binding.

\_\_\_\_\_  
Signature of Resident or Resident's Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Care home Representative

\_\_\_\_\_  
Date

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

A copy of the House Rules was provided and explained. \_\_\_\_\_

A copy of the Resident's Rights was provided and explained. \_\_\_\_\_

A copy of agency phone numbers was provided and explained. \_\_\_\_\_

The evacuation plan was reviewed and explained. \_\_\_\_\_