

**ASSISTED LIVING FACILITY (ALF)  
RESIDENCY AGREEMENT**

1. \_\_\_\_\_ an approved Assisted Living Facility (*hereinafter "ALF"*),  
(*Name of ALF*)  
and \_\_\_\_\_ , an Arizona Long Term Care System / ALTCS Member  
(*Member Name*)  
(*hereinafter "Resident"*), agree to the placement of Resident, by DES/DDD , represented herein by  
\_\_\_\_\_ (*hereinafter "Support Coordinator"*) in ALF effective \_\_\_\_\_.  
(*Support Coordinator*) (*Admit Date*)

DES/DDD will pay the ALF based on the Contracted Rate for the Authorized Care Level minus Resident's Room and Board cost as described below.

2. ALF and Resident further agree to the following terms and conditions of this setting. Resident shall pay the ALF for Room and Board. Resident agrees to pay ALF the pro-rated Room and Board amount of \$ \_\_\_\_\_ per day from \_\_\_\_\_ to \_\_\_\_\_.  
(*Admit Date*) (*End of 1st partial month*)

Thereafter Resident agrees to pay the amount of \$ \_\_\_\_\_ per month. The Resident must pay the monthly Room and Board to ALF on or before the 10<sup>th</sup> of each month effective \_\_\_\_\_.  
(*1st Full month*)

If Resident's Room and Board payment is not made by the 10<sup>th</sup> of the month, ALF will send Resident a notice of delinquency of payment. If the payment is not made within two weeks of the date of such notice, Support Coordinator must be informed by ALF so that Resident and/or other responsible party will receive a 14 -day notice, from the facility, to make other living arrangements.

The Room and Board amount is subject to change as the Resident's income amount changes and will be initially adjusted in accordance with program guidelines. Anytime the Resident, other responsible party or ALF becomes aware of a change in the amount of the Resident's income, they must immediately notify to the DES/DDD Support Coordinator.

3. ALF agrees to comply with the Arizona Administrative Code Title 9, Chapter 10, Article 8, Assisted Living Facility as appropriate.
4. ALF shall be paid by DES/DDD and Resident for the Admit but not the date of discharge. For partial months and care level changes, payment from DES/DDD and Resident as appropriate shall be pro-rated to reflect changes on a daily basis.
5. During Resident's temporary absence (*of greater than 24 hours*), ALF is not entitled to any payment from DES/DDD. ALF shall notify the Support Coordinator of any absences within one working day. Resident remains obligated to pay ALF the Resident's Room and Board amount during any and all temporary absences.
6. No gifts will be accepted by the ALF from the Resident except nominal gifts during the holidays or for birthdays.
7. This service may be terminated upon DES/DDD being provided with a written request from either the ALF or the Resident. DES/DDD shall have 60 days from the date of the request to make other living arrangements for the Resident. Except when R9-10-807 (G) applies.
8. Within 30 days after the date of termination of residency, the ALF shall refund any Room and Board prepaid by Resident for the date of discharge and any and all days thereafter.
9. ALF has not and will not pay any referral fees for the member at said ALF (*42 USC § 1320a-7b and 42 CFR Part 1001*)
10. Neither the ALF nor any other party on behalf of the ALF can charge for the development of resident care plans.
11. Residents residing in Assisted Living Facilities may have to share a room. If the Resident chooses a private room, there may be an additional charge, unless the facility does not have semi-private rooms as an option. Residents who need to share a room will have an option to choose their roommate(s). If the facility has the capacity members shall be offered the choice of single occupancy if they want and can afford it.

# ASSISTED LIVING FACILITY (ALF) RESIDENCY AGREEMENT CONTINUED

- 12. Residents have the following rights:
  - a. Residents are to have a lockable door on bedrooms in addition to residential units,
  - b. Resident will have the freedom to furnish or decorate their bedrooms/residential units,
  - c. Residents will have a key or key code to the front door, or the ALF will provide measures for residents to come and go from the residence at any time,
  - d. The ALF must afford residents the option for access to meals and snacks at the time of their choosing and
  - e. Resident has the option to have visitors at any time.
- 13. Resident/representative is not to be charged for transportation of Resident to medical appointments. If applicable, ALF may arrange transportation with DES/DDD.
- 14. All medically necessary durable medical equipment is provided by the DES/DDD. Resident/representative is not to be charged a rental fee for any medically necessary equipment. The ALF shall contact the DES/DDD to obtain this equipment.
- 15. No ALF licensee, staff or their family members may act as a representative, agent, surrogate, health care power of attorney, power of attorney, guardian, or conservator of a Resident who is not a relative. [R9-10-803(G)(1)].
- 16. ALF may, with the Resident's or Resident's representative's written permission, administer personal funds that do not exceed \$500.00 per month. If ALF administers such funds, ALF must keep receipts for expenditures and give a written accounting to the Resident or \_\_\_\_\_, every three months.  
*(Resident's Representative)*
- 17. ALF may enter into an agreement with Resident/representative to provide non-covered services; however, the Support Coordinator must review the agreement to ascertain that the service is not covered by ALTCS.
- 18. ALF shall refund to Resident any deposits (*including security deposits*) paid prior to ALTCS enrollment (*inclusive of Prior Period Coverage*), within 30 days of ALTCS enrollment, unless such deposits (*or a portion there of*) are necessary to remedy default in the payment of rent or repair damages to the premises exclusive of ordinary wear and tear.

**ALF AND THE RESIDENT AGREE TO ABIDE BY THE TERMS AND CONDITIONS AS OUTLINED IN THIS RESIDENCY AGREEMENT:**

Member/Health Care Decision Maker Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ALF Sponsor/Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Support Coordinator Signature: \_\_\_\_\_ Date: \_\_\_\_\_