

RESIDENCY AGREEMENT

_____, an approved
 (*Name of Agency*)

Group Home Nursing Supported Group Home Adult/Child Developmental Home

(hereinafter "Community Residential Setting"), and _____,
 (*Resident's Name*)

an Arizona Long Term Care System/ALTCS Member (hereinafter "Resident"), agree to admit Resident to Residential Services by DES/DDD, represented herein by _____ (hereinafter "Support Coordinator"),
 (*Support Coordinator*)

in the Community Residential Setting effective _____.
 (*Date of Admission to Residential Services*)

The DES/DDD will assess and pay the Community Residential Setting based on the Contracted Rate for the Residential Services (e.g. Habilitation) and Resident's Room and Board on behalf of the resident as described below.

1. The community residential setting and resident further agree to the terms and conditions of admission to residential services in compliance with A.A.C. Title 6, Chapter 6, Article 12, including the following:
 - a) The portion of the cost of the care in the residential services setting that shall be paid by DES/DDD (DDD) on behalf of the resident as outlined in the DDD Rate Book. AHCCCS is prohibited from covering room and board in these settings,
 - b) The monthly room and board payment, as outlined in #2 of this agreement, is determined by, and will be communicated to the resident by, DDD, and
 - c) Once the resident has selected a community residential setting option, and prior to the resident residing in the setting, review, and signature by all parties of the DDD Residency Agreement is required.

2. Based on benefits received and ability to pay, resident shall pay DDD for the assessed amount for room and board. Resident will be billed up to 70% of their total benefits towards room and board expenses. The amount billed will not be more than the actual cost of room and board. Earned income is not billed, only unearned incomes such as social security payments, railroad retirements, or Veteran's benefit are billed.

To calculate the estimate: Take the member's total benefits multiply by 70% = total estimated payment.

Resident's total estimated room and board payment is \$ _____

3. DDD agrees to pay the community residential setting's room and board rate as outlined in both the DDD Rate Book and Billing Manual.
4. During the resident's temporary absence (of greater than 24 hours), community residential setting is not entitled to any payment from DDD for any payment for residential services. Residents remain obligated to pay DDD the resident's room and board amount during any and all temporary absences.
5. The community residential setting agrees to comply with the A.A.C. Title 6, Chapter 6, Article 21. Specifically, community residential setting shall adhere to A.A.C. R6-6-2107 and may not release the resident from services or setting without DDD approval.
6. No gifts will be accepted by the community residential setting from the resident except nominal gifts during the holidays or for birthdays.
7. The resident's rights include the following:
 - a) Residents are to have lockable doors on bedrooms as well as on the entire residential unit,
 - b) Residents are to have the freedom to furnish or decorate their bedrooms/residential units,
 - c) Residents are to have a key or key code to the front door of the community residential setting, or the community residential setting will provide measures for residents to come and go from the residence at any time,
 - d) Residents are to have access to meals and snacks at the time of their choosing, and
 - e) Residents are to have the option to have visitors at any time.

Any restrictions to these rights shall be documented in the resident's Person-Centered Service Plan with a plan to periodically review these restrictions and determine if the restrictions are still necessary.

- 8. Resident/Health Decision Maker (HCDM) is not to be charged for transportation of resident to medical appointments. If applicable, the community residential setting may arrange transportation with the DDD Support Coordinator.
- 9. All medically necessary durable medical equipment is provided by DDD. Residents/HCDM are not to be charged a rental fee for any medical necessary equipment. The community residential setting shall contact the DDD Support Coordinator to obtain this equipment.
- 10. The community residential setting may, with the resident's or HCDM's written permission, administer personal funds that do not exceed \$500.00 per month. If the community residential setting administers the resident's personal funds, the community residential setting shall keep receipts for expenditures and give a written accounting to the resident or _____, HCDM, monthly.

(Health Care Decision Maker/Designated Name)

THE COMMUNITY RESIDENTIAL SETTING AND RESIDENT AGREE TO ABIDE BY THE TERMS AND CONDITIONS AS OUTLINED IN THIS RESIDENCY AGREEMENT: ANY RESIDENT RESTRICTIONS SHALL BE INDIVIDUALIZED AND BE PROPERLY DOCUMENTED IN THE RESIDENT'S PERSON CENTERED SERVICE PLAN WITH THE PLANNING TEAM.

Member/Health Care Decision Maker/

Designated Representative Signature: _____ Date: _____

Agency Representative Signature: _____ Date: _____

Support Coordinator Signature: _____ Date: _____