

RESIDENCY AGREEMENT

This is an agreement between Freedaz LLC, dba Golden Days Adult Care Home, an Assisted Living Facility, located at 12414 N. 38th Street, Phoenix, AZ, 85032 and _____ who asserts that he/she is legally empowered to incur and discharge and conduct the personal and legal affairs of _____ hereafter known as resident.

BASIC 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. Should the resident's condition change requiring more care, the monthly fee may increase, or the resident may be referred to a facility where appropriate care is available.

The basic monthly fee of \$ _____ provides for *semi-private* or *private* room and furnishings, bed and bathing linen, personal care needs as ordered by the primary care provider and as outlined in the resident Service Plan, all meals and snacks as provided for on the facility's menus, laundry service, housekeeping including cleaning of room and making of bed, social, recreational and rehabilitative activities not required by a professional or quasi-professional person, generic toiletries (limited to shampoo, soap, Kleenex, napkins, toilet paper), medication control and administration, access to common areas of the facility (dining, living, social areas and secured yard), and input into menu and activity calendar planning.

The resident is responsible for all required medications including prescription and nonprescription drugs, nursing services above and beyond what is provided by the facility including the yearly, bi-yearly, quarterly or other required charges for the development and review of the Service Plan, medical treatment including primary provider care, podiatrist, dental and surgical 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 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, tooth paste, tooth brush, denture cup, denture cleaning supplies, deodorants, skin lotions and creams and utensils for cleaning nails and ears) vitamins or food supplements, special equipment for eating or instilling liquid nutrition, special activities outside the facility, and transportation to and from health care appointments.

The monthly charge shall begin on the day the resident moves in and 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 due date, which will fall on the _____ day of the each month, a late fee of five percent of the monthly fee will be added.

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

REFUNDS

To receive full refund of the deposit, the resident or resident's representative must give a full 30 day written notice of intent to terminate the Residency Agreement by moving the resident from the facility 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 days notice of termination of the Residency Agreement will result in the funds being deducted from the deposit on a pro-rated basis until the census position the resident has vacated is filled by another resident moving into the facility or the amount of the deposit is exhausted, whichever is greater. 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 them at a level of care beyond capability or the scope of practice allowed by the facility's license.
- c. The resident's behavior or health poses a threat to the health or safety of other individuals in the facility.

- d. The resident or resident's representative terminates the resident's Residency Agreement immediately for abuse, neglect or exploitation as substantiated by a governmental agency.
- e. The resident or resident's representative terminates the Residency Agreement after providing 14 days written notice for the facility's failure to comply with the resident's service plan or Residency Agreement.
- f. The manager requests the termination of the contract with 14 day written notice because the resident's or resident's representative's behavior violates the Internal Facility Requirements or Residency Agreement..

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

- a. Damage to the facility that exceeds normal wear and tear. For example, 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 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 resident's behalf.
- c. Violations of the terms of this Residency Agreement.

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

Refund of the resident's basic monthly fee will be prorated to the day the resident actually leaves and vacates the facility for the following:

- a. The death of the resident.
- b. The discharge of a resident who has changes in medical or health needs or whose 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.
- c. The resident's behavior or health poses a threat to the health or safety of other individuals in the facility.
- d. The resident or resident's representative terminates the resident's Residency Agreement immediately for abuse, neglect or exploitation as substantiated by a governmental agency.
- e. The resident or resident's representative terminates the Residency Agreement after providing 14 days written notice for the facility's failure to comply with the resident's Service Plan or Residency Agreement.
- f. 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.

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 Residency Agreement, but not to exceed 30 days from the date of the resident's actual discharge from the facility. Included with the refund will be a written statement that details:

- 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 AGREEMENT

The management will provide the resident or resident's representative 30 days written notice before terminating the Residency Agreement except in the following circumstances:

- a. The management will terminate the 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 assisted living facility;
 - ii. The resident's medical or health needs require immediate transfer to another health care institution;
 - iii. The resident's care and service needs exceed the services the facility is licensed to provide;
- b. The management will terminate the Residency Agreement after providing 14 days written notice to a resident or the resident's representative for any of the following reasons:
 - i. Documented failure to pay fees or charges;
 - ii. Documented non-compliance with the Residency Agreement or Internal Facility Requirements;

The resident or the resident's representative may terminate the 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 sub-

stantiated by a governmental agency.

The resident or resident's representative may terminate the Residency Agreement after providing 14 days written notice to the management for documentation of the facility's failure to comply with the Service Plan or Residency Agreement.

The management will include with any written notice of termination of the Residency Agreement the following information:

- a. The reason for the termination;
- b. The effective date of the termination of the resident's residency;
- c. The resident's right to grieve the termination;
- d. The facility's grievance procedure;
- e. The facility's refund policy;
- f. A copy of the resident's service plan.
- g. A copy of the most recent documentation of proof of freedom from active TB; and
- h. Phone numbers and addresses of the local Area Agency on Aging and D.E.S. Long Term Care Ombudsman.

GRIEVANCES

The resident or resident's representative has the right to file a 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.

- a. The written grievance will include the cause of the grievance and provide a suggested remedy. A grievance must be brought within 7 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 a decision and communicate it in writing to the resident or resident's representative within 10 working days of receipt of the written grievance.
- c. Every effort should be made to settle 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 7 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 will make a written reply of the committee's decision to the resident or resident's representative second written response within 7 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 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 noti-

fied that the resident will not be returning, the storage fee for storage of the resident's belongings will be a daily fee prorated from the monthly fee. The storage fee will terminate once the belongings are removed from the facility or the resident or resident's representative grants written permission for disposal of the belongings.

RATE AND FEE INCREASES

The facility will provide a minimum of 30 days advance written notice before any fee or charge increases 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 or 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:

Transportation to and from health care appointments.

Hair cuts by a beautician.

Hair washed and set by a beautician.

Hair perms by a beautician.

Service Plan including assessment and written instructions for care by contract nurse.

RESIDENT PERSONAL FUND

A personal fund may be set up and managed for the resident under the terms and conditions outlined in the policy and procedure of the facility and available upon request of the resident or resident's representative.

DISCLAIMERS

This facility 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.

The management and staff assume no liability for injuries or other occurrences while the resident is away from the facility. Individuals taking residents from the facility will be requested to sign out and in.

RESPONSIBILITIES OF ALL PARTIES

The resident and resident's representative are expected to comply with the Internal Facility Rules, primary care provider orders, and Service Plan.

The management will insure that the resident lives in a clean and safe environment with nutritious food and a caring and pleasant staff. The facility staff will comply with the Internal Facility Rules, primary care provider orders, and Service Plan.

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

_____ A copy of the Internal Facility Requirements was provided and explained.
Initials

_____ A copy of Residency Agreement provided and explained.
Initials

_____ A copy of the Resident's Rights was provided and explained.
Initials

_____ A copy of agency phone numbers as required by ADHS was provided and explained.
Initials

_____ The evacuation Plan was reviewed and explained.
Initials

Signature of Resident or Resident's Representative

Date

Signature of Facility Representative

Date

PRELIMINARY ADMISSION DATA

DATE OF ACCEPTANCE: _____

Full Name: _____ Date of Birth: ____/____/19____

Marital Status: _____ Social Security Number: _____ - _____ - _____

Address Before Admission: _____

Referred by: _____ Medicare Number: _____

Secondary Insurance (Name / number): _____

HOME WILL NEED A COPY OF EACH INSURANCE CARD FOR EMERGENCY PURPOSES.

PERSON	NAME	ADDRESS	PHONE
<i>RESIDENT REP</i>			
<i>PHYSICIAN</i>			
<i>DENTIST</i>			
<i>OPTOMETRIST</i>			
<i>PHARMACY</i>			
<i>HOME HEALTH AGENCY</i>			
<i>EMERGENCY CONTACT</i>			
<i>CLERGY</i>			
<i>CASE MANAGER</i>			
<i>MORTUARY</i>			

SPECIAL DIET: _____

FOOD ALLERGIES: _____

FOOD LIKES: _____

FOOD DISLIKES: _____

HOBBIES: _____

SOCIAL ACTIVITY LIKES: _____

RECREATIONAL ACTIVITY LIKES: _____

REHABILITATIVE LIKES: _____

ACTIVITY DISLIKES: _____

MEDICATION ALLERGIES: _____

OTHER INFORMATION: _____

Signature of Person Completing Form Date

RESIDENT RIGHTS

(As guaranteed by Arizona Department of Health Services, Title 9, Chapter 10, Article 7)

Upon being admitted to this Assisted Living Facility, you, the Resident, have the right:

1. To live in an environment that promotes and supports each resident's dignity, individuality, independence, self determination, privacy, and choice;
2. To be treated with consideration and respect;
3. To be free from abuse, neglect, exploitation, and physical and chemical restraints;
4. To privacy in correspondence, communications, visitation, financial and personal affairs, hygiene, and health related services;
5. To receive visitors and make private phone calls;
6. To participate or allow the representative or other individual to participate in the development of a written service plan;
7. To receive the services specified in the service plan, and to review and renegotiate the service plan at any time;
8. To refuse services, unless such services are court ordered or the health, safety, or welfare of other individuals is endangered by the refusal of services;
9. To maintain and use personal possessions, unless such use infringes upon the health, safety, or welfare of other residents;
10. To have access to common areas in the facility;
11. To request to relocate or refuse to relocate within the facility based upon the resident's needs, desires, and available of such options;
12. To have financial and other records kept in confidence. The release of records shall be by written consent of the resident or the resident's representative, except as otherwise provided by law;
13. To review the resident's own records during normal business hours or at a time agreed upon by the resident and the management;
14. To review a copy of this Article during normal business hours or at a time agreed upon by the resident and manager;
15. To review the assisted living facility's most recent survey conducted by the Arizona Department of Health Services and any plan of correction in effect during normal business hours or at a time agreed upon by the resident and the manager;
16. To be informed, in writing, of any change to a fee or charge at least 30 days before the change, unless the resident's service needs change, as documented in the resident's service plan as required in R9-10-711(A)(7);
17. To submit grievances to staff, outside agencies, and other individuals without constraint or retaliation;
18. To exercise free choice in selecting activities, schedules, and daily routines;
19. To exercise free choice in selecting a primary care provider, pharmacy, or other service provider and assume responsibility for any additional costs incurred as a result of such choices;
20. To perform or refuse to perform services for the assisted living facility;
21. To participate or refuse to participate in social, recreational, rehabilitative, religious, political, or community activities; and
22. To be free from discrimination in regard to race, color, national origin, sex, sexual orientation, and religion and to be assured the same civil and human rights accorded to other individuals.

Signature of Resident or Resident's Representative

Date

INTERNAL FACILITY REQUIREMENTS

The purpose of Internal Facility Requirements is to provide guidelines for preventing rude or harsh behavior. They are designed to promote feelings of safety and belonging to all individuals while in the facility. Employees, residents and visitors are expected to abide by these rules.

1. **VISITING HOURS** are from 10:00 AM to 7:00 PM. Individuals wishing to visit at other times must make arrangements with the manager.
2. **EMPLOYEES, RESIDENTS AND GUESTS** are expected to demonstrate respect, courtesy and manners by:
 - a. Avoiding profanity, loud discussions and topics generally considered inappropriate in mixed company.
 - b. Respecting the privacy of each resident.
 - c. Avoiding racial, ethnic and religious slurs or comments.
 - d. Keeping the volume of talking, radios, stereos and televisions at a level which is not distracting or intrusive.
3. **SMOKING IS PERMITTED** outside of our facility on the patio in the back yard only. Employees, residents and visitors must maintain safety at all time with smoking appliances. Residents who are deemed not safe when smoking alone will need to surrender their smoking appliances and will only be allowed to smoke under the supervision of a responsible adult.
4. **ALCOHOLIC BEVERAGES** are not allowed in our facility. Medications containing alcohol are allowed with a physician's written order. Likewise visitors who are inebriated should not visit the resident.
5. **ALL MEDICATIONS — PRESCRIPTION AND NON-PRESCRIPTION** — must be prescribed by the resident's physician (PA or NP) and the facility must have a written order from the physician before the medication can be used by the resident. Bringing medications into the facility and using them without a written physician's order is grounds for termination of the Residency Agreement.
 - a. Medications include vitamins, minerals, antacids, pain medication, laxatives, stool softeners, herbal supplements, and nutritional supplements.
 - b. Non-prescription and Over-The-Counter drugs are the same thing.
 - c. If the resident or resident's representative are providing the medication and refills, prescriptions must be delivered to the facility in a timely manner.
 - d. The manager can suggest pharmacies which will deliver and bill the resident or resident's representative directly.
6. **NUTRITION AND MEALS:** Menus are preplanned and may be reviewed by the resident, resident's representative or family member upon request. Dietary planning and food preparation is done in accordance with Arizona Department of Health Service Administrative Rules and in consideration of the resident's personal preferences.
 - a. Special religious dietary needs must be arranged for by the resident or resident's representative.
 - b. The facility provides:
 - i. A minimum of three meals daily with snacks. Food which is attractive, nutritious and appetizing.
 - ii. Special diets as ordered by the physician and within reason as to cost.
 - c. We invite the resident and resident's representative to make suggestions or request special food items or preparation to the facility manager.
7. **TELEVISIONS, RADIOS AND STEREO**s are permitted in the resident's room as long as they do not disturb other residents. Residents have the right to select programming of their choice on personal appliances. However the facility appliances may be used at any time for social and/or recreational activities.
8. **ATTRACTIVE AND SERVICEABLE CLOTHING** must be provided by the resident or the residents representative. This includes underclothing, nightwear, and shoes that fit properly. Five sets of clothing are sufficient and must be marked with name tags or laundry pen. A washing machine and dryer are available for residents wishing to do their own laundry. If the residents are incapable or does not desire to do their own laundry, the facility will provide that service.
9. **PERSONAL FURNITURE** is permitted as space allows and with the manager's approval.
 - a. Linens for twin beds are provided by the facility. Residents bringing their own beds which are larger than a twin are expected to furnish their own linens.
10. **IN CASE OF AN EMERGENCY** we will make every effort to contact the Resident's physician and act upon his instructions. If we are unable to reach the physician, we will activate the Emergency Medical Services.
 - a. A "**NO RESUSCITATION**" or living will order does not negate emergency treatment if there is injury or illness.
 - b. A "**NO RESUSCITATION**" or living will order is respected in terms of reviving a resident in event of death and respecting their last wishes in the matter.
11. **WE ARE NOT LIABLE** for injuries or other occurrences while the Resident is away from the facility. Individuals taking residents from the facility will be requested to sign out and in to facilitate planning care for the resident.

Signature of Resident or Resident's Representative

Date

FIRE AND EVACUATION PLAN

When the decision to evacuate the facility is made, do not panic. Exit in a controlled and calm manner through the exit closest to the area you are evacuating. The exiting plan is based upon the labeled floor plan of the home.

IN EVENT OF FIRE, FIRE DRILL OR ANY INCIDENT INVOLVING THE FACILITY THAT PRESENTS REAL THREAT TO THE HEALTH, SAFETY OR WELFARE OF THE RESIDENTS:

1. **REMOVE THE RESIDENTS FROM DANGER.** When alarm sounds or a fire is discovered, all caregivers will quickly identify the location of each resident and any visitors. Each resident and visitor will be instructed on how and where to exit the house. Residents will be evacuated in the following manner:
 - a. Residents who ambulate independently will exit and proceed to the designated meeting areas.
 - b. Residents requiring assistance with ambulation will be exited with the assistance of the caregivers. They will be assisted to the designated meeting place.
 - c. Residents who are having a difficult time ambulating will be placed in a wheelchair or another wheeled chair if available and moved out to the designated meeting areas.
 - d. Wheelchair residents will be given full assistance with exiting to the designated meeting areas.
 - e. Remove the resident records as soon as possible.
2. **SOUND THE ALARM.** As residents are exiting attempt to call 911. If you are unable to do so send someone to a neighbor's house to call. Call the owner or manager as soon as all the residents and their records are safe.
3. **CONFINE THE FIRE.** Close doors as you exit rooms. If you are in a room and the door is closed, feel the door before opening it. If it is hot find another exit. A hot door indicates a fire burning on the other side. The door is your barrier for 7-10 minutes.
4. **EXTINGUISH THE FIRE.** Know the location and operation of all fire extinguishers in the home. If the fire is not burning out of control use a fire extinguisher. Use your common sense. Remember that a fire extinguisher is meant for a small confined fire. Do nothing to cause harm to yourself or your residents trying to extinguish the fire.

EVACUATION GENERAL INFORMATION

5. **ALL AREAS OF THE FACILITY:** Upon hearing the smoke detector or fire alarm all individuals will exit through the front door and will meet at the end of the driveway.

GENERAL INFORMATION

6. In event of a fire, always feel each closed door before opening it. If it feels very warm open it very slowly. If it feels hot you should seek a different means of exiting the room (i.e. the window).
7. If an exit route becomes blocked for any reason, exit the individual through the nearest window. They should then proceed to the designated meeting areas.
8. Once the caregivers are reasonably sure that everyone is out of the house, a head count of all individuals at each designated meeting place must be performed and tallied by the manager or trained caregiver so a report of missing persons can be relayed to the fire department personnel.
 - a. Remember, do not leave residents unattended for more than a few seconds once they are outside.
 - b. Also, be prepared to move them from the premises at the instruction of the manager or fire department personnel.
9. Don't forget that the personal safety of all residents is the top priority. The name of the game is to get everyone out of the house quickly in the event of a fire. Use whatever resources or skills you possess to accomplish this task.
10. If for any reason any or all parts of the facility is deemed uninhabitable, proceed to the Disaster Plan.

Signature of Resident or Resident's Representative

Date

AGENCY PHONE NUMBERS YOU NEED TO KNOW

If you need help placing phone calls to any of these numbers, please ask one of the staff members to assist you.

Arizona Department of Health Services' Office
of Assisted Living Facility Licensure:
(602) 364-2639

D.E.S. Adult Protective Services:
(877) 767-2385

Emergency Response:
911

D.E.S. Long Term Care Ombudsman:
(602) 542-4446

Arizona Center for Disability Law:
(602) 274-6287

Governor's Office for Americans with Disabilities:
(602) 542-6276

Information on Advance Directives
Dorothy Garske Center
(480) 966-2674

Freedaz LLC, dba Golden Days Adult Care Home
RESIDENT EMERGENCY ORIENTATION

1. Residents will be oriented to the emergency procedures of this Assisted Living Facility within twenty four hours of their admission. They will be oriented to the following by explanation and/or demonstration:
 - a. entry/exit doors.
 - b. how to open and close windows.
 - c. location and use of fire extinguishers.
 - d. smoke alarms and their location.
 - e. assembly areas during drill or emergencies.
 - f. location and operation of phones.
 - g. the evacuation plan.
 - h. location of emergency phone numbers.
 - i. drills for evacuation.
2. Staff fire drills will be conducted at least every three months on each shift.
3. Resident fire drills will be conducted at least every six months.

Resident or Resident's Representative

Date

Facility Representative

Date

CONSENT TO PHOTOGRAPH

Hereby, I authorize **Freedaz LLC, dba Golden Days Adult Care Home**, to photograph and permit others to photograph or video tape _____.

I further agree that the Home may use or permit others to use the negatives, graphic files, prints for any photo albums, flyers, brochures and company website or affiliates or any other manners deemed necessary by the Home.

Resident or Resident's Representative

Date

Facility Representative

Date

ROUTE OF MEDICATION ORDER

Dear Doctor: _____

Department of Health Services requires a doctor's order for any route of medication other than handing meds from medication organizer or self taken by resident.

Please check below the manner in which you desire for medication to be offered for resident

RESIDENT NAME

- Meds placed in mouth
- Meds offered to resident in food
- Meds crushed
- Meds crushed then places in food

Doctor's Name: _____

Address: _____

Phone: _____

Fax: _____

Thank you for keeping me in compliance with DHS regulations.

Doctor's Signature

Date