

EXHIBIT 1620-15 – ASSISTED LIVING FACILITY RESIDENCY AGREEMENT

1. _____, an approved Assisted Living Facility (hereinafter “ALF”), and
(Name of Assisted Living Facility)
- _____, an Arizona Long Term Care System/ALTCS Member (hereinafter “Resident”),
(Resident’s Name)
- agree to the placement of Resident, by _____ (hereinafter “Contractor”), represented
(Contractor)
- herein by _____ (hereinafter “Case Manager”) in ALF effective _____.
(Case Manager) (Date of Placement)

The Contractor will pay ALF based on the Contracted Rate for the Authorized Care Level minus Resident’s Room and Board cost as described below.

For ALTCS Fee-For-Service (FFS) only: AHCCCS will pay ALF \$_____ per day minus Resident’s Room and Board cost as described below. (Daily Rate)

2. ALF and Resident further agree to the following terms and conditions of this placement. 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 Room and Board amount that the Case Manager enters in the Contractor’s service authorization system, if different from the amount on this form, supersedes the amount in this Residency Agreement. The Resident must pay the monthly Room and Board to ALF on or before the 10th of each month effective _____.
(1st Full month)

If Resident’s Room and Board payment is not made by the 10th 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, Case Manager 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, immediate notification to the Contractor or Tribal ALTCS Program Case Manager and AHCCCS Eligibility Worker is required.

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 Contractor and Resident for the Date of Placement but not the date of discharge. For partial months and care level changes, payment from Contractor or AHCCCS Fee-For-Service, 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 the Contractor or AHCCCS Fee-For-Service. ALF shall notify the Case Manager 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 placement may be terminated upon Contractor or Tribal ALTCS Program being provided with a written request from either ALF or the Resident. Contractor shall have 30 days from the date of the request to make other placement 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 placement at said ALF (42 USC § 1320a-7b and 42 CFR Part 1001).
10. Neither 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 a 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.
12. Residents have the following rights:
 - a. Residents are to have lockable doors on bedrooms in addition to residential units,
 - b. Residents 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. Residents have the option to have visitors at any time.

Any restrictions to these rights must be documented in the Person-Centered Service Plan developed and facilitated by the Case Manager, with a plan to periodically review these restrictions and determine if the restrictions are still necessary to protect the health and safety of the resident.

13. Resident/representative is not to be charged for transportation of Resident to medical appointments. If applicable, ALF may arrange transportation with the Contractor or the Tribal ALTCS case manager.

14. All medically necessary durable medical equipment is provided by the Contractor or arranged by the Tribal ALTCS case manager. Resident/representative is not to be charged a rental fee for any medical necessary equipment. The ALF shall contact the Contractor or Tribal ALTCS case manager 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 _____, Resident's representative, every three months.
17. ALF may enter into an agreement with Resident/representative to provide non-covered services, however, the Case Manager 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 thereof) are necessary to remedy default in the payment of rent or repair damages to the premises exclusive of ordinary wear and tear.

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

MEMBER/HEALTH CARE DECISION

MAKER:

DATE:

ALF SPONSOR/MANAGER:

DATE:

CASE MANAGER:

DATE: