



AHCCCS MEDICAL POLICY MANUAL
ASSISTED LIVING FACILITY (ALF) RESIDENCY AGREEMENT

1. \_\_\_\_\_, an approved Assisted Living Facility (hereinafter "ALF"), and
(Name of ALF)
\_\_\_\_\_, 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 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 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. 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 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.
12. Resident/representative is not to be charged for transportation of Resident to medical appointments. If applicable, ALF may arrange transportation with the Contractor.
13. All medically necessary durable medical equipment is provided by the Contractor. Resident/representative is not to be charged a rental fee for any medical necessary equipment. The ALF shall contact the Contractor to obtain this equipment.
14. 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)].
15. 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.
16. 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.
17. 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/Guardian/Designated Representative** \_\_\_\_\_ **Date** \_\_\_/\_\_\_/\_\_\_

**ALF Sponsor/Manager** \_\_\_\_\_ **Date** \_\_\_/\_\_\_/\_\_\_

**Case Manager** \_\_\_\_\_ **Date** \_\_\_/\_\_\_/\_\_\_