



II. Notice of Rate Increase:

- A. Notice of increase of monthly fee shall be given at least 30 days prior to going into effect, unless the level of care increases, in which case the increased monthly fee will go into effect immediately upon level of care changes noted when service plan is reviewed, updated and immediate notification provided to the resident and/or resident's representative.
- B. If a change in functional level, or condition, has occurred between the time of the initial functional evaluation and admission, showing a need for a higher level of care, Caring Heart Terrace Ilc reserves the right to adjust the monthly fee.

III. Deposits:

- A. Caring Heart Terrace Ilc does not collect a security deposit, upon admission, to cover damages (if any) made by the resident to the facility. However, Residents and their representatives are held liable and will be charged for any damages made by the resident to Caring Heart Terrace Ilc, excluding normal wear and tear.
- B. **Damage or Destruction:** Resident and/or their responsible party agree to maintain the Room in a clean, sanitary and orderly condition. Resident shall reimburse Caring Heart Terrace (the facility) for the repair to the Room and for the repair or replacement of furnishings and fixtures owned by the facility above and beyond ordinary wear and tear. In addition, the Resident shall reimburse the facility for any loss or damage to the facility real or personal property outside of the Room caused either intentionally or negligently by the Resident or persons on the premises with visiting with or by permission of the resident.

IV. Provision of Services:

- A. **Caring Heart Terrace Ilc will provide:**
 - A pleasant semiprivate or private room
 - Furnished upon request to include: bed and all bedding, dresser, chair, lamp
 - An outside covered area to sit and enjoy the outdoors
 - Use of all common areas
 - At least 3 meals and 2 snacks a day.
 - Assistance with Activities of Daily living per service plan
 - Planned social and recreational activities
 - Weekly housekeeping
 - Linens, towels and basic toiletry items
 - Laundry Service
 - In-house Hair Dresser's services as requested or desired
 - 24-hour per day awake care staff to provide assistance as needed and per service plan
 - Medication Services per Medical Practitioner's orders and direction
 - Coordination of outside-services required or desired by the Resident, the representative or the facility
 - Basic utilities: water, electricity. Basic cable television is included. Phone is not included

**B. Resident Provides:**

1. Documentation freedom of TB tuberculosis and that screening test was administered within 12 months before the date the resident is admitted to the facility that includes the date and the type of tuberculosis screening test.
2. Residents shall have been seen by their primary medical practitioner within 90 days prior to residency at Caring Heart Terrace llc home and have signed orders indicating level of care required.
 - a. Signed medical practitioner's orders for medication and treatments and authorization for staff to administer must be provided to Caring Heart Terrace llc prior to admission.
 - b. Resident must retain a local medical practitioner and hospital to facilitate care.
 - c. Resident will provide including, but not limited to:
 - Personal clothing, personal linens (extra blankets if desired)
 - Personal hygiene equipment
 - Personal hygiene products
 - Prescribed and over-the-counter medications
 - Any specialty foods or supplements
 - Furniture in good repair,
 - Beds must be free from odor, infestation and covered with plastic liners
 - Make-up, hair care products
 - Lotion, shaving cream
 - Durable medical equipment
 - Incontinency care products , bandages or wound care supplies

V. Continuing Residency:

- A. If resident is absent from the facility, and wishes to continue residency upon return or release due to vacation, or hospitalization, etc., the resident is responsible for paying the monthly fee to reserve the room for their return.
- B. Residency continues even when a resident physically vacates the room for any reason prior to terms of notice to terminate agreement. Except in the cause of death when personal effects or belonging remain in the room, charges for the resident's space will accrue as a "storage fee" at a daily rate from the monthly rate until the resident's belongings are removed from the facility. (prorated using the calculation of 30.5 days per month)
- C. If resident requires intermittent nursing or hospice services, assistance with mobility or behavior health services the resident or responsibility party, medical practitioner and manager must agree that needs can be met by the facility and a "request for continued residency agreement" will be signed by all parties and maintained in residents medical file and reviewed per Dept. of Health Services regulations.



VI. Termination of Residency by the Facility

- A. Facility Manager may terminate agreement without notice if the resident exhibits behavior that is an immediate threat to the health and safety of the resident or other individuals in an assisted living facility;
- B. Facility Manager of Caring Heart Terrace llc may terminate residency with a 14- calendar day written notice for non-payment of fees, charges or deposit; or
 - 1. The resident requires:
 - a. Continuous medical services;
 - b. Continuous nursing services, or
 - c. Continuous behavioral health services;
 - 2. The assisted living services needed by the resident are not within the assisted living facility's scope of services;
 - 3. The assisted living facility does not have the ability to provide the assisted living services needed by the resident; or
 - 4. The resident requires restraints, including the use of bedrails
- C. Except as noted above, the Facility Manager shall not terminate an Agreement without providing the Resident or responsible party 30-calendar day written notice.

VII. Termination of Residency by Resident or Responsibly Party

- A. A Resident or the Resident's responsible party may terminate the Agreement after providing a 14-calendar day written notice to the Facility Manager for documentation of the facility's failure to comply with the Resident's service plan.
- B. Except as noted herein and above, the Resident shall not terminate the Agreement without providing the Facility Manager with a 30-calender day written notice. If the Resident or their representative does not give the Facility Manager 30-calendar day written notice the facility Manager shall retain any prepaid fees paid for the Resident.

VIII. Refunds:

- A. Caring Heart Terrace llc has a no refund policy for any "unused" days of occupancy from any monies collected for the monthly fee unless;
 - 1. The Facility is not authorized or unable to provide level of services required or needed by the resident and the appropriate 14-calendar day notice was given.



2. The Resident or representative terminated residency because services were not provided to the resident according to the resident's service plan and the appropriate 14-calendar day notice was given.
- B. Refunds will be issued based on pro-rated calculation of the monthly rate divided by the average of 30.5 days (per month) then multiplied as a daily rate by the number of any unused days remaining of any pre-paid monthly rate beginning the date of vacancy and issued within 30 days of last day of occupancy.

IX. Resident Grievance Process

In the event a resident and/or resident's responsible party (on behalf of the resident) has a grievance regarding the residence or their services, the following steps should be taken:

1. Resident and/or resident's responsible party should discuss complaint with the staff person and/or Manager Designee
2. If unable to resolve grievance with step 1, the grievance should be submitted in writing to the facility Manager. The facility's Manager should respond in writing to the resident and/or resident's responsible party within seven (7) days of receipt of the complaint.
3. In the event that no resolution is apparent, the grievance may then be filed with the local ombudsman. A facility representative shall assist the resident or resident's responsible party in forwarding the written grievance to the appropriate address and contact person.
 - a. The State LTC Ombudsman's number is (602) 542-4446.

X. Additional Terms:

1. No Alcohol may be consumed without consent of primary provider and/or representative (as applicable). Caring Heart Terrace is a smoke free facility, designated areas outside the facility are provided for smoking.
2. It is the policy of Caring Heart Terrace llc to not allow pets to live in the facility or on its premises due to the consideration of all the residents and their allergies. We will allow pets to visit at the facility based on the manager's discretion for the residents.
3. Caring Heart Terrace llc and it's employees are hereby released from all liability and blame for any accidental bodily harm, or personal injury (loss or damage) suffered by a resident, responsible party or visitors while residing on or visiting the premises.
4. Caring Heart Terrace llc is not responsible for lost, stolen or damaged personal property brought into the facility. Protection of all valuables is the resident's or representative's responsibility.
5. All personal items especially clothing will be clearly marked with permanent marker by resident or representative prior to bringing to the facility.



- 6. The Manager of Caring Heart Terrace and all of the facility's employees may not and will not act as a Power of Attorney or representative or handle any financial matters for any resident residing in the facility.

XI. Additional Charges:

- A. Service Plan reviews as stated Section I (D).
- B. Specialty or brand name personal items purchased by the facility for the resident will be billed to the resident and /or responsible party.

XI. Ancillary Services Charges:

- A. The need for outside services may be mandated or needed during the residency, however charges for ancillary services are not included in the monthly fee and will be billed by / or for the service provider. Examples of such services are:
 1. Pharmacy
 2. X-rays
 3. Podiatrist/Foot Specialist
 4. TB testing
 5. Vaccines (flu /pneumonia)
 6. Newspaper
 7. Home Health Agency
 8. Transportation for appointments
 9. Emergency medical transport
 10. Lab

XII. Signatures:

Resident <u><i>[Signature]</i></u>	Date <u>12/21/17</u>
Representative <u><i>[Signature]</i></u>	Date <u>12/21/17</u>
Representative is: <input checked="" type="checkbox"/> POA <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Legal Responsible party (please provide copy of legal documents)	
Owner/Manager <u><i>[Signature]</i></u>	Date <u>12.24.17</u>
<i>Billing Information: Please indicate where all billing or correspondence should be sent:</i>	
Name <u><i>Susan Carland</i></u>	
Address: <u>2217 N. Power Rd #1048</u>	
<u>Phoenix, AZ 85215</u>	