

The Pines

Residency Agreement

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The Pines is an Assisted Living Home, intended to provide personal care to help our residents achieve, and maintain the goals, consistent with their RN's or Physician's Service Plan, enabling them to function at their highest level possible. Resident's residing in this home will be in a loving, family atmosphere.

The monthly charge of \$_____ will be due on or before the _____ day of the each month, payable in advance. For services at 6005 Abineau Canyon Dr, Flagstaff, AZ 86004 there is a one time charge of \$350.00 for Needs Assessment and Care Plans performed by an RN. When a resident's service needs change as documented in the resident's service plan as required in R9-10-7 1(A)(7) Updated Care Plans will be \$100. Scheduled service plan updates take place every 12, six or three months depending on level of care and performed by the RN.

Residents will receive at least 30 days written notice before any increase becomes effective. Monthly payment must be received on or before the due date. There will be no grace period for paying late. A late charge of \$50.00 per day will be assessed for late payments. The Pines does not hold any deposits or fees from any residents therefore there is no refund for any deposits or fees.

Refund Policy

If a resident or resident's representative terminates a residency agreement, with or without notice, as substantiated by a government agency for neglect, abuse, exploitation or conditions of imminent danger to the life, health, or safety of the resident, or for failure of The Pines to comply with the resident's service plan; a refund will be given for all days paid for that a resident does not reside at The Pines.

A full refund will be given for all days paid for that a resident does not reside at The Pines due to the death of the resident.

No refund will be given for any days paid for, that a resident does not reside at The Pines in the event of hospitalization if the resident plans to return to our facility.

No refund will be given in the event that the resident is absent from the facility for a period of time either for sickness or vacation if the resident plans to return to the facility, and chooses to have his or her room reserved until their return.

All refunds due, will be paid to the resident or the resident's representative within two weeks from the date of termination.

Services Include

Three nutritious meals plus snacks daily, housekeeping, laundry, vital checks, monitoring of medication, personal care as needed, daily exercise, planned activities, cable TV and local phone service.

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Additional Charges

(for requested services, otherwise not provided)

Available services include: a hair dresser for services, long distance phone calls, licensed massage therapist, licensed nail technician, entertainment and transportation to outings or to and from doctors appointments, if transportation is available.

All residents must abide by the Internal Facility Requirements of The Pines which include but are not limited to (see home rules).

1. Smoking is not permitted anywhere on the property or in the home.
2. No alcoholic beverages on premises unless ordered by a physician for a resident.
3. All residents and staff are to be treated with respect.
4. Family and friends may visit anytime, but if before 8:30 am or after 8:30 pm, a phone call in advance is requested.
5. All clothing and personal items are to be marked with a laundry pen.
6. Radios, televisions and lights (except night lights) are to be off at 10:30 pm and remain off until at least 7:00 am.
7. No abusive language or combative behavior is permitted.
8. Everyone is to be up and dressed each day unless too ill.
9. Everyone comes to the table for each meal unless too ill.
10. Residents have access to the house phone. Residents have the option to have their own phone installed in their room at their own expense. Telephone privileges shall not be abused.

Resident or the Resident's Representative will provide the following upon admission (see Admission Agreement):

1. Transportation to and from doctors appointments, as well as personal errands.
2. Orders from the resident's physician, along with a recent history and physical. And a statement from the physician that states the resident is tuberculosis free.
3. All medications prescriptions and over-the-counter drugs.
4. Any needed equipment such as bedside commode, walker, wheelchair, etc.
5. All clothing and personal items.

Termination of Residency by Resident or Representative

The Pines requires a 30 day written notice for termination of residency. If no such notice is given there will be a prorated charge of 30 days following the date of departure. No written notice will be required if substantiated by a government agency for neglect, abuse, exploitation, or conditions of imminent danger to the life, health or safety of the resident, or failure to comply with the resident's service plan or residency agreement.

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Termination of Residency Agreement

The Pines will provide the resident or the representative 30 days written notice of termination of the Residency Agreement, however The Pines may terminate the residency agreement after providing 14 days written notice to the resident or representative for one (1) of the following reasons:

1. Documentation of failure to pay charges.
2. Documentation of the resident's non compliance with the Residency Agreement or internal facility requirements.

The Pines may terminate residency of a resident without notice if:

1. The resident exhibits behavior that is an immediate threat to the health and safety of the resident or other individuals in The Pines,
2. The resident's urgent medical or health needs require immediate transfer to another health care institution.
3. The resident's care and service needs exceeds the services that The Pines is licensed to provide.

The Pines will ensure that a written notice of termination of residency includes the reason for the termination, the effective date of termination, the resident's right to grieve the termination, The Pines grievance procedure, and the refund policy regarding the termination of residency.

The Pines will, upon termination, provide the following to the resident or the representative:

1. A copy of the resident's service plan.
2. Documentation that the resident is free from pulmonary tuberculosis.
3. Phone numbers and addresses of the local area agency on aging and DES Long Term Care Ombudsman.
4. A written disposition of the resident's personal property.
5. An accounting of all monies.
6. A resident or the representative may terminate residency without written notice for one of the following, as substantiated by a governmental agency:
 - A. Neglect
 - B. Abuse
 - C. Exploitation
 - D. Conditions of imminent danger to life, health or safety.
 - E. The Pines fails to comply with the resident's service plan or residency agreement.

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Grievance Procedures

All grievances may be submitted to The Pines, 6005 E. Abineau Canyon Dr., Flagstaff, AZ 86004 or call (928) 635-6750. All grievances will be discussed with the person filing the grievance immediately or as soon as feasibly possible. If the grievance cannot be resolved in a timely manner, between the management of The Pines and the person filing the grievance, the local Ombudsman will be contacted and asked to arbitrate. Any grievance that cannot be resolved by all parties concerned may call Adult Protection Services at (877) 767-2385 or the AZ Department of Health Services Division of Licensing Services (602) 364-2639.

Residents and family understand that the care at The Pines home will be given to the best of our abilities, using professional judgment, ethics, behavior, and instead of legal action an arbitrator will be called upon. In the event of emergency, illness or accident, the family will be notified immediately.

The Pines is not responsible for valuables of any kind, including jewelry or money and we are not responsible for lost or stolen items. Please take the time to write names on clothes in permanent marker and fill out an Inventory of Personal Items form in order to prevent confusion.

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I acknowledge and accept all of the information presented on the first 4 pages of the Residency Agreement for:

Printed Resident Full Name: _____

Date of Birth: _____

Signature of Responsible Party:

X _____ Date: _____

Printed Name of Responsible Party: _____

Relationship: _____ Phone: _____

Work Phone: _____ Cell / Pager: _____

Address: _____

Information Below This Line To Be Filled Out By The Pines Personnel

Representative of The Pines

Signature: _____ Date: _____

Printed Name: _____