STATE OF ALASKA
DEPARTMENT OF HEALTH AND SOCIAL SERVICES
Division of Health Care Services
Residential Licensing

Sample Residential Services Contract

(Do not Use)

Disclaimer: This is a sample Residential Services Contract intended only to outline the basic requirements of AS 47.33.210. The Department makes no representation as to legal sufficiency or adequacy of this document under Alaska law. Each Assisted Living Home is encouraged to retain independent legal counsel for purposes of developing a Residential Services Contract. The Department may not provide legal advice to an Assisted Living Home.

Assisted Living Home Information

Name:_____
Physical Address:_____
Mailing Address: _____
Assisted Living Home phone number :_____

Resident Information:
Name:_____
Name of Resident's Representative (if any)_____
Representative's phone number _____

This agreement is made and entered into by and between _____ (hereinafter "the Home") and _____ (hereinafter "Resident") on this _____ day of _____, 20___.

SERVICES AND ACCOMODATIONS
The parties to this contract agree as follows:

The Assisted Living Home will provide assisted living services to aid the Resident in the performance of the activities of daily living or to meet the resident's need for personal assistance, which the Home will provide or obtain for the resident in accordance with the Resident's Assisted Living Plan. (Describe each service provided. Examples: none needed, monitor, prompting, some physical assistance, total physical assistance, daily, once a week, etc.)

Activities of daily living
a) Bathing _____
b) Toileting _____
c) Eating/Meal service _____
d) Mobility/Transfers _____
e) Dressing _____

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Personal Assistance
a) Housecleaning _____
b) Meal preparation _____
c) Shopping _____
d) Scheduling appointments _____
e) Health Appointments _____
f) Community activities _____
g) Transportation _____
h) Personal money assistance _____

Health Related Services
a) Medications _____
b) Intermittent nursing services _____

Accommodations
___private apartment
___private room
___shared room with one other resident

Furnishings provided by Home
_____
_____

RATE
The rate for the services described above shall be **$_____.**

Monthly Rate Due Date – Payment is due on the _____ of each month.

The Home may not increase the rate charged for services unless the Home notifies the resident or the resident's representative of the increase in writing at least 30 days before the increase is to take effect.

RIGHTS, DUTIES AND OBLIGATIONS OF RESIDENT
Notwithstanding the rights, duties and obligations of the Resident pursuant to Alaska law, the Resident hereby further agrees that:

- The Resident shall notify the Home of any absence of the Resident from the property for a period of overnight or longer.

- Resident may not operate any business or commit any illegal act on the Home's premises.

- Resident understands and agrees to abide by the Home's rules. Resident acknowledges having received a copy of the Home's rules and having had the Home's Rules explained to him/her in a language or manner which the Resident understands.

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TERMINATION OF CONTRACT

Termination by Resident - The Resident must give the Home at least 30 days written notice of intent to terminate this Residential Services Contract. The monthly rate shall be prorated based upon the effective date of the termination of the Residential Services Contract.

Termination by Home - The Home will not terminate this Residential Services Contract with a Resident of the Home against the Resident's will, except:

(1) for medical reasons;
(2) for engaging in a documented pattern of conduct that is harmful to the Resident, other residents, or staff of the Home;
(3) for violation of the terms of the residential services contract, including refusal to pay costs incurred under the contract.
(4) when emergency transfer out of the home is ordered by the Resident's physician;
(5) when the Home is closing; or
(6) when the Home can no longer provide or arrange for services in accordance with the Resident's needs and the Resident's assisted living plan.

At least 30 days before terminating the Residential services contract with a Resident under (2), (3), (5), or (6) of this section, the Home shall provide written notice of the proposed contract termination to the Resident or the Resident's representative, and to the Resident's service coordinator, if any.

The termination notice shall set forth the following:

1. The basis for the termination;

2. The Resident's right to contest the termination in the manner provided for in this Residential Services Contract, which must include an offer by the Home to participate in a case conference.

Case Conference - Before terminating this Residential Services Contract with Resident, the Home shall participate in a case conference if requested by the Resident or the Resident's representative. The case conference shall include the Resident, the Resident's representative, if any, the Resident's advocate, if any, the Resident's service coordinator, if any, the Home administrator, and appropriate care providers who all may discuss the appropriateness of the contract termination.

Relocation - If a Home terminates a Residential Services Contract with a Resident, the Home shall cooperate with the Resident, the Resident's service coordinator, if any, and the Resident's representative, if any, in making arrangements to relocate the Resident.

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ADVANCE PAYMENTS
Pursuant to AS 47.33.030, the Home may not require Resident or Resident's Representative to make an advance payment to the Home except as security for performance of the Residential Services Contract or as advance rent for the immediately following rental period as the rental period is defined in this Residential Services Contract.

Resident has remitted to the Home the sum of $_____ on the _____ day of _____, 20____, as (check one):

_____ Security for performance of this Residential Services Contract;

OR

_____ Advance rent for the immediately following rental period commencing on the _____ day of _____, 20___.

By accepting the advance rent specified herein, the Home, pursuant to AS 47.33.030 hereby agrees as follows:

- The Home shall promptly deposit the advance payment specified herein in a designated trust account, in a financial institution, separate from other money and property of the Home;
- The Home will not represent on a financial statement that the advance payment specified herein is part of the assets of the Home;
- The advance payment specified herein shall only be used for the account of Resident;
- The name and address of the depository where the advance payment specified herein is held is as follows:

_____
_____
_____

The Home may withhold from Resident the advance payment specified herein as follows:

- Charges for damages to the Home resulting from other than normal use;
- Sums reasonably necessary to compensate the Home for services provided to Resident under the terms and conditions of this Residential Services Contract when such amounts are due and owing and have not been paid by Resident in accordance with the terms and conditions of this Residential Services Contract;
- Charges for cleaning needed to return Resident's room to a condition similar to that prior to occupancy by Resident; and
- Damages to which the Home is entitled as a matter of law.

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REFUND OF ADVANCE PAYMENTS
Resident acknowedges receipt of a copy of the Home's policy regarding the refund of unused advance payments. Resident acknowledges and understands that Resident is entitled to a prorated refund of the unused portion of an advance payment. The Home will return to Resident the Advance Payment specified herein within fourteen (14) days of the date this Residential Services Contract was terminated, less any amount withheld subject to the terms and conditions specified herein.

CONTRACT AUTHORITY
This contract is interpreted in accordance with the laws of the State of Alaska.

_____ _____
Administrator or **Designee** Date

X_____ _____
Signature of **Resident** or **Resident's Representative** Date

_____
Printed Name of Resident's Representative if not signed by Resident

Original to: Resident file
Copies to: Resident and representative, if any

Sample