Adult Care Home Residency Agreement and Notification of Policies and Resident Rights

Agreement: This Residency Agreement is entered into between:

_____ and, _____and
(Resident name) (Resident's legal representative, if applicable)

_____
(Operator name's name or, if applicable, Official Business Name)

located at _____ .
(Physical address of home)

You have chosen to rent a: ☐Single Occupancy Room

☐Shared Occupancy Room

for your personal use on a month-to-month tenancy beginning on: _____
(Date)

1. SERVICES, LIVING ACCOMODATIONS, AND FEES

Medicaid Enrollment Status. The Adult Care Home Operator is an enrolled Medicaid provider and this is a Medicaid Residency Agreement.

Payment. You agree to pay monthly your contribution of Room and Board (in the amount determined by the State of Oregon and communicated through official State of Oregon Policy Transmittal) and Service payment (if applicable) in the amount determined by the State of Oregon (identified in writing via a State of Oregon issued document), no later than the _____of each month. Payment shall be made payable to _____.

Living Accommodations. You are invited to bring your own bed, linens and furniture for furnishing your personal bedroom as you choose. The Operator is required to provide basic accommodations, unless you choose to provide your own, which include:

- Bed (mattress and box springs)
- Bedding (linens, including fitted and flat sheets and a pillow case)
- Mattress pad

- Pillow
- Blankets (as needed for your comfort)
- Private dresser
- Sufficient separate closet space
- Personal care items (soap, shampoo, toilet paper, towels, washcloths)

You or your representative are asked to complete an up to date list of your personal possessions that will be kept in the home. The completed copy of the list will be kept in your resident record and updated as needed.

___ *(Resident Initials) I have received a copy of the Possessions List to complete upon admission and understand that when there is a change in my possessions I may update the list that is kept in my file.*

Decor. You are invited to decorate your personal bedroom in accordance with your personal tastes. For your safety, the preservation of the home, and to ensure the Adult Care Home remains in compliance with regulatory requirements, you agree to request and obtain written permission prior to surface/structural modifications, for example painting, hanging shelves, etc as described below:

Damages. You will not be held responsible for any damages considered normal wear and tear. The Operator may bill you for the cost to repair damages that Operator determines you caused intentionally. The Operator may seek to recover costs to repair intentional damages in the County Small Claims Court.

Locks. Your door will be lockable by you, with only you and appropriate staff having a key to access the room. The door hardware shall be a single action lock with a lever handle, which means that the door must unlock from the inside with a single action. You will be provided with one key.

You may elect to not use the locking feature; however you agree not to:

- Remove, change, or re-key the lock.
- Give the keys to persons other than your legal representative
- Make duplicate keys.

Lost or stolen keys should be immediately reported to the Operator and you may request a replacement key.

Basic Care and Services. Basic care and services shall include those care needs and services identified by your needs assessment conducted by your case manager/services coordinator. These care needs and services must be included in your person-centered service plan.

Meals. The meal schedule is: Breakfast:_____ Lunch:_____ Dinner:_____ The Operator will support your right to access food at any time. The home's morning meal time shall be no more than 14 hours following the evening meal time. In addition, nutritious snacks will be offered twice daily. These meals do not have to be consumed in the home. You are encouraged to participate in meal planning to assist the Operator and staff in supporting your preferences.

2. TERMINATION OF THIS AGREEMENT, REFUNDS, AND STORAGE

Voluntary Move. Should you wish to move, the Operator will cooperate with your case manager/services coordinator with screening activities of potential placements.

Involuntary Move. This home will make all attempts to support you in the home. However, you may be required to move to another room, or move out of the home for specific reasons, as stated below and in MCAR 023-090-615:

- Medical Reasons: You have a medical condition that is complex, unstable or unpredictable, and exceeds the home's level of care.
- Your welfare or the welfare of other residents.

    - You exhibit behavior that poses an imminent danger to self or others, including but not limited to acts that result in your arrest or detention.
    - You engage in behavior or actions that repeatedly and substantially interfere with the rights, health, or safety of residents or others.
    - You engage in illegal drug use, or commit a criminal act that causes potential harm to yourself or others.
- Nonpayment for room, board, care, or services.
- The home is no longer licensed or there is a voluntary surrender of a license.
- The home is unable to evacuate all residents and occupants in three minutes or less.
- You engage in the use of medical marijuana, recreational marijuana, or both, in violation of the home's Residency Agreement or contrary to Oregon Law under ORS 475B.
- The home was not notified before your admission, or learns following your admission, that you are on probation, parole, or post-prison supervision after being convicted of a sex crime.
- The Operator's Medicaid Provider Enrollment Agreement or specialized contract is terminated.
- At the direction of the Adult Care Home Program.

If the Adult Care Home Operator gives you notice of or intends to involuntarily move or transfer you for one or more of the above reasons, the Operator shall provide written notice at least 30 days in advance. The written notice will be provided to you in person and your legal representative via certified mail. The Adult Care Home Operator will send copies of the notice to your case manager/services coordinator and the ACHP within 24 hours.

Less than 30 days' written notice may be issued only by the ACHP if the Director of Aging, Disability and Veterans Services or the Director's designee finds that there is a medical emergency or a condition or situation that poses an immediate threat to the life, health, or safety of the resident, other residents, the Operator, employees, or other household members. If you move from the home under these circumstances you shall not be charged beyond your last day in the home.

Your Rights in an Involuntary Move. You have the right to receive at least 30 calendar days written notice of an involuntary move except in cases in which the ADVSD director has made a finding of imminent threat as specified above. If you do not want to move, you have the right to appeal the notice of involuntary move. You may contact your case manager/services coordinator or the ACHP at 503-988-3000 to request an administrative hearing. If you have questions about your right to disagree with the involuntary move-out notice, you may also contact the Oregon Long-Term Care Ombudsman at 1-800-522-2602, or 3855 Wolverine Street NE, Suite 6, Salem, Oregon 97305, or by email to info@LTCO.state.or.us. If you are receiving services from Intellectual and Developmental Disabilities or Addictions and Mental Health you can also contact the Residential Facilities Ombudsman at 1-844-674-4567.

Refunds. The Adult Care Home Operator will issue applicable refunds no later than 30 days following your last day in the care home. The Operator may not retain payment for services beyond your last day in the home. If your contribution includes payment for room and board, your room and board contribution is refundable and may be pro-rated based on the length of stay during the applicable month (MCAR 023-090-810).

Storage. Storage space for your belongings is limited to the room you have chosen to rent. The Adult Care Home Operator will work with you to ensure your preferences are honored in utilizing that space, while maintaining compliance with all regulatory requirements.

This home ☐ does ☐ does not charge a fee of _____ for storage of belongings that remain in the adult care home for more than 15 calendar days after you have left the home.

The Operator shall make your personal property available no later than seven (7) days after you leave the home. If you do not claim your personal property within seven days of leaving the home, the Operator shall give written notice to you or your legal representative that you must claim and take possession of your personal property within 30 days of the date of the written notice. If you do not take possession of your personal property within the 30 days, the Operator may dispose of your personal property.

3. DISCLOSURES

The following policies apply to all occupants, staff, and visitors:

_____ *(Resident Initials) As a resident of an Adult Care Home in Multnomah County, I understand that I will be asked adhere to the Multnomah County Administrative Rules that govern the health and safety of all residents.*

Noise Levels. This home is committed to supporting a home-like environment where noise levels are such that they do not disturb the comfort and peace of other residents. This does not include the normal level of noise arising from an individual's care needs, from conversation or other activities, including television and music, and shall not limit resident and/or visitor access to the home.

Telephones. A telephone is available and accessible for your use with reasonable accommodations for privacy for incoming and outgoing calls. Conversations should be kept to a reasonable time limit, taking into consideration other household members' need to use the telephone. Long distance calls ☐*will* ☐*will not* be charged to the person who placed the call. Other options the Adult Care Home offers to ensure resident privacy and access to a telephone, such as the ability to install a private line in your room, include:

_____

_____

Smoking. The adult care home is a:

☐ *Non*-smoking home. Smoking or vaping is not allowed in or on the premises.

☐Smoking permitted home. Smoking is permitted in the designated smoking areas, which include:

_____.

Alcohol. Alcohol use ☐ *is* ☐ *is not* permitted on the premises of this home.

Medical and Recreational Marijuana. The adult care home is a:

☐ Non-Marijuana home. The possession and/or use of Marijuana in or on the grounds of the home is prohibited.

☐ Marijuana permitted home. The possession and/or use of marijuana is permitted. If smoked, marijuana may only be used in designated smoking areas. The Adult Care Home Operator and the Resident must adhere to all applicable MCAR, ORS (Oregon Revised Statutes) and OAR related to the use and storage of Marijuana in or on the grounds of the home.

☐ Marijuana permitted home, with restrictions. The possession and/or use of marijuana is permitted but the smoking of marijuana is not. Marijuana may only be used in designated areas or privately in a room that is not shared with another person. The Adult Care Home Operator and the Resident must adhere to all applicable ORS (Oregon Revised Statutes) and OAR related to the use and storage of marijuana in or on the grounds of the home

Monitors and Intercoms:

☐ This home does not use any intercoms or monitors.

☐ This home uses audio monitors. (Location) _____

☐ This home uses intercoms. (Location)_____

☐ This home uses external video monitors. (Location)_____

Self-Administration of Medication: If you have a signed order to self-administer medications, those medications shall be kept locked in a secure place in your room.

Visitors. Your visitors are welcome at any time. If your visitor spends the night, your visitor may only sleep in your bed or bedroom. The Adult Care Home Operator is not responsible for providing food, care, a bed, or bedding for your guests.

Specific visitors who present an active threat to the health, safety, or welfare to persons present in the household may be asked to leave the premises. The Operator shall immediately inform the ACHP when a visitor is asked to leave the premises.

You are responsible for informing the Adult Care Home Operator of the presence of your visitor(s) and adhering to the following visitor check in policy (which shall not violate the MCARs, including resident rights):

Conscientious Objection: The Operator has the right to object to any limitation to the implementation of Advance Directives, specifically regarding the withdrawal or withholding of life sustaining procedures or of artificially administered nutrition or hydration, on the basis of conscience. This rule does not apply to medical professional or hospice orders for administration of medications. The statement must include a description of conscientious objections as they apply to all occupants of the adult care home and the legal authority permitting such objections under ORS 127.505 to 127.660. [See also MCAR 023-080-170]

This Operator ☐ *does not* ☐ *does* have a conscientious objection to the following:

Pets. Pets ☐ ***are*** ☐ ***<u>are not</u>*** permitted in the home.

An accommodation may be requested for an assistance animal according to the Americans with Disabilities Act and the Fair Housing Act. Evidence of current animal vaccination, as required by law, must be provided to the Adult Care Home Operator.

4. RESIDENT RIGHTS AND RESPONSIBILITIES

Unlawful Activities. You agree not to engage in or allow illegal activities of any kind anywhere on the care home's premises. Suspected illegal activities will be reported to law enforcement.

Resident Home and Community-Based Freedoms and Protections. You have freedoms and protections guaranteed to you as part of the Home and Community-Based Services (HCBS) rule (OAR 411-004). There may be times when, due to health and safety risks, a freedom or protection may be limited. A limitation to any of these freedoms and protections will always be based on a specific assessed need, and will not be implemented without you or your legal representative's informed consent.

Your HCBS rights include:

- Lockable bedroom door for privacy, ability to furnish and decorate your space, and have visitors of your choosing as noted in the Locks, Living Accommodations, Décor, Storage, and Visitor sections above.
- The right to access food at any time.
- The right to choose your roommate. If you share a room, you will be offered a choice of roommate prior to final selection of the roommate. However, you may not refuse roommates simply to have a private room. Refusing roommates to obtain a private room may result in additional charges, not to exceed the current Medicaid room and board standard. You will receive at least a 30-day notice before any additional charges are due. Failure to pay additional charges may result in a 30-day involuntary move-out notice for nonpayment.

- The right to control your schedule and activities. You have a right to exercise your Resident HCBS freedoms, protections and rights; however, you may not infringe on the privacy and rights of others and should be respectful to others living in the home.

You have a right to exercise your Resident HCBS freedoms, protections and rights; however, you may not infringe on the privacy and rights of others and should be respectful to others living in the home.

Resident's Bill of Rights. The Operator, the Operator's family, and employees of the home must not violate your Resident's Rights and are expected to help you exercise these rights. The Residents' Bill of Rights provided by the ACHP must be explained and a copy shall be given to you at the time of admission.

_____ *(Resident Initials). I have been provided the opportunity to review the Residents' Bill of Rights and have been given a copy of the current Residents' Bill of Rights.*

Nondiscrimination: The adult care home will not discriminate and will comply with all applicable state and federal laws with respect to age, race, color, national origin, gender, gender identity, sexual orientation, disability, or religion.

Disclaimer: This residency is not subject to the Oregon Residential Landlord Tenant Act. ORS 90.113

Name of Adult Care Home: _____

Name of Operator: _____

Operator's Signature: _____ date: _____

Signature of Resident: _____ date: _____

Signature of Resident's Representative (if applicable):

_____ date:_____

The term "Resident" includes a legal representative acting on the Resident's behalf

Complaints. You can report complaints to your local office or the Protective Services Unit for your population:

Adult Care Home Program: 503-988-3000

Older Adults and Adults with Disabilities
Multnomah County Adult Protective Services: 503-988-4450
Aging, Disability & Veterans Services Helpline: 503-988-3646
Oregon Elder Abuse Hotline: 1-855-503-SAFE, TTY/Voice: 711State Long-term Care Ombudsman Office: 1-800-522-2602

Adults with Developmental Disabilities
Developmental Disabilities Protective Services: 503-988-1285
Multnomah County Developmental Disabilities Services: 503-988-3658
Residential Facilities Ombudsman: 844-674-4567

Adults with Mental Health or Addiction Services
Multnomah County Mental Health Protective Services: 503-988-8170
Multnomah County Mental Health Crisis Line: 503-988-4888
Residential Facilities Ombudsman: 844-674-4567