

Adult Care Home Residency Agreement and Notification of Policies and Resident Rights for Privately Paying Residents

This Residency Agreement (the “Agreement”) shall evidence the complete terms under which the parties whose signatures appear below have agreed.

This Residency Agreement is entered into between:

_____ or
(Resident's name)
_____ on behalf of _____ and
(Resident's legal representative, if applicable) (Resident's name)

(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:

1. SERVICES, LIVING ACCOMMODATIONS, AND FEES

Payment. You agree to pay the agreed upon flat rate of \$_____ per month to the Operator for room and board, and care and services provided as specified in the care plan. The above flat rate is all inclusive except as specified in the rate schedule below. Such payment shall be made on or before the _____ day of each month. Late charges will be assessed at \$_____ per day until the rent payment is received.

Fees.

Payment to Hold a Bed: The Operator will charge the sum of \$_____ per week to hold a bed for any new Resident moving into the home.

Returned Checks: This home charges a fee of _____ for returned or unpaid checks.

Late Fee: Operator will assess a \$_____ fee for any returned or unpaid checks tendered to the Operator by or on behalf of the Resident.

Key Fee: This home ☐ does ☐ does not charge a replacement fee for a lost room key, *not to exceed the actual cost of the replacement key as evidenced by the receipt.*

Transportation: This home ☐ does ☐ does not provide transportation and supervision for medical appointments. If provided by the home, transportation will be provided at _____ a ride. If the home does not provide transportation, transportation and supervision, if required, will be provided by _____.

Conditions under which the Rate May Change. A written notice will be given to you or your representative regarding any proposed changes in monthly rates for care and services. This notice must be given at least 30 days prior to implementation of the proposed change unless the change is due to the resident's increased care or service needs and the agreed upon rate schedule in the Residency Agreement has specified charges for those changes.

Rate Schedule: This home ☐ does ☐ does not have a rate schedule that details when an increase in rates may be expected based on increased care or service needs. This home's rate schedule that includes the following costs and fees (see next page):

Nursing delegation procedures	
Nursing Assessments	
Special Diet	
Hospice	
Two-Person Transfers	
Night-Time Care Needs - <i>requiring awake staff</i>	
Behavioral Specialist consults	
Additional staffing requirements (1:1 Support) as assessed in a resident's care plan	
<i>Any medical or personal supplies purchased for the resident, including:</i>	

<i>Additional services: (Hair cuts, Manicures, etc.)</i>	
Personal telephone/Internet/Cable	
Premium Cable Channels	
Nurse foot care and nail care	
Visiting phlebotomy services/INR	
Visiting salon services	

Placement Options. You have the right to be advised that you may have a Long Term Care assessment to provide you with information on your placement options. You may contact the Aging, Disability and Veterans Services Helpline at 503-988-3646 for more information about your options.

_____ *(Resident or Representative's Initials)* I have reviewed and signed the Long Term Care Assessment Form.

Medicaid Enrollment Status: This Operator ☐ is ☐ is not an enrolled Medicaid provider with the Department of Human Services (DHS).

If the Operator has an approved Medicaid Provider Enrollment Agreement, privately-paying residents who become eligible for Medicaid services may not be asked to leave solely on the basis of Medicaid eligibility.

The Operator shall reimburse the resident and/or the resident's representative within 30 calendar days after the Operator receives payment from the DHS for any private payment received after the resident becomes eligible for Medicaid services.

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 agree to

- Provide such personal clothing, toiletries, and effects as are needed or desired by the resident.
- Be responsible for hospital, physician, medications and other medical/health care charges as needed by the resident , including transportation to and from the hospital, other:

- To provide such durable equipment or appliances or special care or treatment as are required by the resident, per physician order, including but not limited to wheelchair, walker, cane, crutches special bed, heating pad, physical therapy, other:

- Authorize the Operator to spend no more than \$_____ per month in expenditures on behalf of the resident.
- Other:

You 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.

Decorations. 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 be held responsible for reimbursing the provider for such damages as may be attributed to the resident beyond normal wear and tear. In the event the cause of such damages are disputed, the parties concerned may seek settlement through legal or other agreed upon means.

This home ☐ does ☐ does not charge a fully refundable security deposit for damage caused beyond normal wear and tear in the amount of \$_____. The security deposit will be retained in an interest-bearing account separate from the funds of the Operator.

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. For information on the key replacement cost, please see the “**Fees**” section.

Basic Care and Services. The Operator agrees to furnish such care and services as are described in the care plan and are in accordance with the standards and rules specified in the state law and county ordinance, including but not limited to personal care services, including, but limited to, Housekeeping, laundry, personal care assistance, activities, medication management, other (as described on next page)

Such care shall be provided on a 24 hour basis and shall include the observation, monitoring, and evaluation of the resident's condition and daily activities, the appropriate maintenance and supervision of resident's condition, the prevention of abuse, exploitation, injury, or neglect of the resident by self or others, and the safeguarding of the resident's personal property and funds.

The Operator will notify your representative and other designated persons as listed on the resident information form of the following events:

- Accident, injury, or sickness requiring medical attention or any change in condition or other incident involving the Resident.
- Resident's unexplained absence from the home or resident's failure to return to the home after a scheduled outing.
- Resident's expressed desire or intent to remove him/herself from the home.

The Operator will not:

- Leave the resident unsupervised;
- Permit the resident to self-medicate, unless there is a written physician authorization, or;
- Use restraints unless there is a signed order from the resident's physician or other care practitioner and the resident or the resident representative has provided written consent for the use of restraints.

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 you and/or your representative with screening activities of potential placements.

This home **requires** _____ **(at least 30 days)** written notice of your intent to voluntarily terminate residency. In addition, in the event that a balance is found to be owed to the Adult Care Home, you agree to pay the outstanding balance within 30 days following the date of termination of the admission agreement.

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 required by MCAR 023-090-615, which include:

- 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 the Oregon Medical Marijuana Act, ORS 475.300 to 475.346.

- 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 Operator will send copies of the notice to the ACHP within 24 hours.

This notice requirement may be waived with the written consent of both parties.

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.

If the home closes, the Operator waives the right to collect any fees beyond the date of closure or the resident's departure, whichever is sooner.

The Operator shall not charge a resident for more than 15 days after the resident has died or left the Adult Care Home for medical reasons and has indicated in writing the intent not to return. The Operator has an obligation to act in good faith to reduce the charge by seeking a new resident to fill the vacancy. The Operator shall refund to the resident who moves out any rent for days after the date the room is re-rented.

If a resident dies or leaves an Adult Care Home due to substantiated neglect or abuse or due to conditions of immediate threat to life, health or safety, the Operator shall refund the resident for payment made beyond the resident's last day in the home.

If the Adult Care Home Program orders the relocation of resident(s) and/or the refund of money to a resident, the Operator shall refund the money owed to the resident or the resident's representative within 30 days.

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: Intercom or other type of audio monitoring device maybe use in the home to alerted staff to an emergency and/or potential night needs. You have the rights to your privacy, and if you agree to the use of a monitoring device, you may choose to turn it off, or request it be turned off, at any time.

☐ 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 and may stay overnight. 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):

Pets. Pets ☐ are ☐ are not permitted in the home.

An accommodation may be requested for a service 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.

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:

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

_____ (Licenser Initials). This Residency Agreement has been reviewed by the Adult Care Home Program for compliance with the Multnomah County Administrative Rules for the Licensure and Regulation of Adult Care Homes

This Private Pay Residency Agreement should be significantly similar to the copy of the Private Pay Residency Agreement posted in the home.

The parties hereto agree that nothing contained herein is intended to or shall be construed as a waiver or forbearance of any of the rights, remedies, and powers of the Resident or the Resident Representative against the Adult Care Home...

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: 711

State 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