

Adult Care Home Residency Agreement

Notification of Home Policies and Resident Rights

Medicaid

This Residency Agreement (the "Agreement") documents the complete terms under which the parties whose names appear below have agreed. This Residency Agreement is entered into between:

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

_____ located at
(Operator's name or, if applicable, official business name)

(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 your contribution of Room and Board and Service payment (if applicable) monthly, in the amounts determined by the State of Oregon and communicated in writing through official State of Oregon issued document/s, no later than the _____ of each month. Payment must 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 or Representative's 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 (e.g. 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 residents for the cost to repair a resident's intentional damage, or 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 must 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 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.

Such care will be provided on a 24 hour basis and will 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.

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 must be no more than 14 hours following the evening meal time. In addition, nutritious snacks will be offered twice daily. 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 475C.
- 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 (ACHP), the Multnomah County program that regulates and licenses adult care homes and operators.

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 must 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 (ADVSD) 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 will 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/ residential specialist 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:

Oregon Long-Term Care Ombudsman

Phone: 1-800-522-2602

Address: 830 D St. NE, Salem OR, 97301

Email: ltco.info@rights.oregon.gov

If you are receiving services from Intellectual and Developmental Disabilities or Behavioral Health you can also contact:

Residential Facilities Ombudsman

Phone: 1-844-674-4567

Address: 830 D St. NE, Salem OR, 97301

Email: rfo.info@rights.oregon.gov

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.

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 must 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 will 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

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

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

Noise Levels. To ensure residents' comfort and peace, noise levels in the home will be managed at a reasonable level. This policy allows for the usual sounds associated with resident care, social interaction, visitors, and entertainment such as television and music.

Telephones. A telephone is available and accessible for residents' use with reasonable accommodations for privacy for incoming and outgoing calls. Conversations should be kept to a acceptable 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:

Weapons. “Weapons” includes firearms, hunting equipment, and other dangerous sporting equipment, including items that are considered decorative or non-functional. This adult care home is:

- ☐ **Weapon-free:** Resident possession of and/or use of weapons of any kind in or on the grounds of the facility is prohibited.
 - ☐ **Weapon-permitted:** Weapons are permitted but must be secured according to MCAR 023-100-915 which states: Firearms must be stored, unloaded, in a locked cabinet. Ammunition must be secured in a locked area separate from the firearms. The firearms cabinet and ammunition storage must be located in an area of the home that is not accessible to residents. Other hunting and sporting equipment (e.g., knives, swords, arrows, and martial arts weapons) must be stored in a safe and secure manner. Other conditions:
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-
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Alcohol. Alcohol use ☐ **is** / ☐ **is not** permitted on the premises of this home.

Smoking/Vaping. This includes the smoking of any substances and/or using any inhalant delivery system that produces vapor or aerosol (e.g. e-cigarettes, vape pens, e-hookahs, etc.). The adult care home is a:

- ☐ **Non-smoking** home. Smoking or vaping is not allowed in or on the premises.
 - ☐ **Smoking permitted** home. Smoking or vaping is permitted in the designated smoking areas, which include:
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Medical Marijuana and Recreational Cannabis. When permitted, the Adult Care Home Operator, staff members, and the Resident must adhere to all applicable MCAR, ORS (Oregon Revised Statutes) and OAR related to the use and storage of marijuana or cannabinoid products in or on the premises; and medical marijuana or any other cannabinoid products may only be used in designated areas or privately in a room that is not shared with another person. The adult care home is a:

- ☐ **Non-Cannabis** home. The possession and/or use of cannabinoid products in or on the grounds of the home is prohibited. This includes medical marijuana and recreational cannabinoid products including CBD.
- ☐ **Cannabis permitted** home. The possession and/or use of cannabinoid products is permitted. This includes medical marijuana if prescribed. If smoked, cannabinoid products may only be used in designated smoking areas (and when smoking is permitted on the ACH premises).
- ☐ **Cannabis permitted home, with restrictions.** The possession and/or use of cannabinoid products is permitted with the following restrictions:
 - ☐ *Smoking of medical marijuana or any other cannabinoid products is prohibited* on the home's premises. Other cannabinoid product consumption is permitted.
 - ☐ *Cannabinoid products containing CBD with no THC* are the only cannabinoid product permitted for use on the premises.

Monitors and Intercoms. Intercoms or another type of audio-only monitoring device may be used in the home to alert staff to an emergency and/or potential nighttime needs. If you disagree with the use of a monitoring device, you may choose to turn it off, or request that it be turned off, at any time. Per MCAR 023-100-180, use of interior video monitors is prohibited. Video monitoring may be used outside the home with a "Monitoring Device Notice" visibly posted. This home:

- ☐ **Does not use any intercoms or monitors.**
- ☐ **Uses audio monitors.** (Location) _____
- ☐ **Uses intercoms.** (Location) _____
- ☐ **Uses external video monitors.** (Location) _____

Self-Administration of Medication: If you have a signed order to self-administer medications, those medications must 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 must 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 must not violate the MCARs, including resident rights).

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

Service Animal Accommodation. 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** / ☐ **does not** 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.

Home and Community-Based Services

As a residential Home and Community-Based setting, adult care homes offer supports including:

- HCBS settings provide an opportunity to select one's residential setting from among available setting options based on your needs, preferences, and available resources.
- The home setting attempts to optimize individual initiative, autonomy, self-direction, and independence in making life choices. This includes but is not limited to daily activities, your physical environment, with whom to interact, and your services and supports and who provides them.
- The home setting is integrated in and supports access to the larger community to the same degree as individuals living outside of a care setting. This includes seeking employment, engaging in greater community life and/or community services, and controlling one's own personal resources.

You have rights, freedoms, and protections guaranteed to you as part of the Home and Community-Based Services Oregon Administrative Rules (OAR 411-004). There may be times when these are limited due to health and safety risks; however, any limitation must be based on a specific assessed need, and will not be implemented without you or your legal representative's informed consent. Please note, exercising Resident HCBS rights, freedoms, and protections must also not infringe on the privacy and rights of others and should be respectful to others living in the home.

Your HCBS rights include:

- Rights to privacy, dignity, respect, and freedom from coercion.
- 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
- Individual right of freedom from restraints except in accordance with the standards set forth in ORS 443.739, OAR chapters 309 and 411, 1915(c) HCBS Waivers, 1915(i) State Plan HCBS, or 1915(k) Community First Choice (K State Plan Option). When the right of freedom from restraint must be limited due to a threat to the health and safety of an individual or others, individually-based limitations as described in OAR 411- 004-0040 apply.

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 must be given to you at the time of admission.

_____ (Resident or Representative's Initials) *I have been provided the opportunity to review and sign the Residents' Bill of Rights and have been given a copy of the signed document.*

Nondiscrimination Policy: This adult care home will comply with all applicable state and federal laws and does not discriminate or does not permit discrimination, including but not limited to bullying, abuse or harassment, based on an individual's actual or perceived age, race, color, national origin, gender, gender identity, gender expression, sexual orientation, disability, religion, or HIV status; or based on an individual's association with others due to the other's actual or perceived age, race, color, national origin, gender, gender identity, gender expression, sexual orientation, disability, religion, or HIV status. If you

believe you have experienced this kind of discrimination, you may file a complaint with the Adult Care Home Program at achpcomplaint@multco.us.

_____ (Resident or Representative's Initials) *I acknowledge I have reviewed this Nondiscrimination policy.*

Complaints. You can report complaints and concerns to the local office for your population:

Multnomah County Adult Care Home Program: (503) 988-3000

Older Adults and Adults with Disabilities

- Multnomah County Adult Protective Services: (503) 988-4450
- Aging and Disability Resource Connection: (503) 988-3646
- Oregon Abuse Reporting Safe Line for Children and Adults: 1(855) 503-SAFE (7233), TTY/Voice: 711
- Long-Term Care Ombudsman: 1(800) 522-2602

Adults with Intellectual/Developmental Disabilities

- Multnomah County Intellectual & Developmental Disabilities Services Division: (503) 988-3658
- Multnomah County Intellectual & Developmental Disabilities Abuse Investigations Reporting Line: (503) 988-1285
- Residential Facilities Ombudsman: (844) 674-4567
- Disability Rights Oregon: (503) 243-2081

Adults with Behavioral Health Services

- Multnomah County Behavioral Health Adult Protective Services: (503) 988-8170
- Multnomah County Behavioral Health Call Center: (503) 988-4888
- Residential Facilities Ombudsman: 1(844) 674-4567

Disclaimer: This residency is not subject to the Oregon Residential Landlord Tenant Act. ORS 90.

Name of Adult Care Home: _____

Name of Operator: _____

Operator's Signature: _____ Date: _____

Signature of Resident: _____ Date: _____

Signature of Resident's Representative (if applicable):

_____ Date: _____

Signed original: retained in resident record

Copy of signed agreement: given to resident/resident's representative