

[Facility Name]  
[Facility Address]  
[Facility Phone Number]

### **Resident Agreement**

You are strongly encouraged to have your attorney or another representative review this agreement before you sign.

#### **PARTIES**

1. This agreement is between [Facility's Name] and [Resident's Name].

#### **LEVEL OF CARE**

2. [Facility Name] is licensed to provide Level 1 (low), Level 2 (moderate), and Level 3 (high) levels of care. [Indicate which levels, as appropriate.]

3. Based on the information provided by your doctor and an assessment performed by this facility, you require a [Indicate Level] level of care. If your care needs change and you need a higher level of care which this facility is not licensed to provide, we may request a level of care waiver from the Department in order for you to remain here. If the waiver is not granted, we will give you ample notice that you will be discharged, and will assist you in finding an appropriate facility.

#### **FEES**

4. The monthly fee for your care at [Name of Facility] is [Amount]. This monthly fee includes the services listed below and as recorded in the Uniform Disclosure Statement. This fee does not include: [Identify things not included in the fee, as appropriate].

The facility will give you 45 days' advance notice in writing before any increase or change in this fee.

The facility cannot charge Medicaid Waiver Participants for late payment fees, community fees, entry

fees, interest fees, admission fees, etc. The facility cannot charge waiver participants for late payment fees, community fees, entry fees, interest fees, admission fees, etc.

### **SERVICES**

5. In consideration of your monthly payment, the facility agrees to provide the following services:
- a. A [private/semi-private] room that includes a bed, bedside table and lamp, chair, dresser, bath linens, bed linens, two pillows, and a personal lock box for valuables in the room.
  - b. Meals which include three meals a day and additional snacks (describe the snack distribution here)
    - i. Residents are able to choose when they eat.
    - ii. Residents are able to choose where they eat.
    - iii. Residents are able to choose what they eat.
  - c. Personal care services which include assistance with eating, personal hygiene, transferring, toileting, and dressing
  - d. Laundry (machine washable) and housekeeping services
  - e. Assistance with access to healthcare, social services, and social activities
  - f. Reminders or physical assistance to residents who can self-administer medications [and/or administration of medications]
  - g. basic personal hygiene supplies, including but not limited to soap, bathroom tissue, kleenex, toothpaste, toothbrush, denture supplies, shaving equipment, lotions, powders, deodorant, shampoo, comb/brush, etc.

### **OCCUPANCY PROVISIONS**

6. You are assigned to bedroom [#] and bed [#].
  - a. The facility is licensed for [Number of beds]. The facility has [Number] of private rooms and [Number] of semi-private rooms. Residents and/or their legal representatives are given the option of a unit with a private bedroom. The participant's choice of room assignment will be considered depending on availability.
  - b. The resident can decorate their bedroom [The facility can have all room modifications approved by the Assisted Living Manager and or reasonable restrictions such as no holes on the walls or any drastic changes.]
  - c. The residents are given a choice of roommate or options to switch roommates if rooms are shared.
7. If it becomes necessary because of health, safety, or other considerations to move your bedroom or bed assignment, the facility will give you at least 5 days advance notice and [describe policy including notice to resident an opportunity for resident's participation in the relocation decision].
8. If your care needs become greater than the facility can safely handle, transferring you to another facility may become necessary. In that event, you will be given at least 30 days' notice before the transfer and assistance with transitioning to your new home.
9. Locks are available for your use in securing personal belongings.
10. This facility follows the following security provisions to ensure your safety and well-being:
  - a. Alarmed entry and exits
    - i. Residents are given keys to their bedrooms.
      1. Only appropriate staff will have keys to the bedroom and only be used in case of an emergency. Every effort will be made to ensure the individual's privacy, dignity, and respect are upheld.
    - ii. Residents are given keys to the entrance of the facility.

- iii. The resident's health and safety will be considered at all times and provisions will be made if a resident is unable to
  - b. Requirements to notify staff when leaving the facility and length of absence.
    - i. Residents have the right to come and go from their homes as they wish.
    - ii. Residents can control their own schedules.
  - c. 24-hour supervision of participants to assure health and safety
  - d. [Any other security measures your facility utilizes]
11. Residents have full use of their own rooms and the common areas of the facility.
12. Locks must be placed on the resident's bedroom doors controlled by the resident with staff access by permission or in the event of an emergency.
13. To ensure your safety and well-being, the staff has the right to enter your room; however, the staff will make every effort to be respectful of your privacy and will always knock before entering.
14. The residents can meet with visitors at any time and in private.
15. The residents can use the telephone or any other communication device at any time and in private.
16. In the event you are on a leave of absence from the facility for a hospitalization, vacation, or other reason, the facility will hold your bed, provided: [facility policy on payment for periods of absence including any reduction in fee the facility may provide]. The Medicaid Waiver Program does not pay for bed-holding services, this is the sole responsibility of the resident.
17. In the event of an emergency situation that could make it unsafe or unhealthy to continue to provide services at the facility, the facility will make arrangements to temporarily relocate you to [facility's plan for emergencies, which also includes the name and address of a temporary emergency relocation. It is advised to list a facility that is OHCQ approved]

18. [Include, if appropriate: The resident rules of the facility are attached to this agreement and incorporated by reference. By signing this agreement, you have indicated acknowledgment and receipt of the resident rules and agree to abide by these rules.]

19. The following special [admission] and/or [discharge] conditions apply: [Include as necessary].

### **ADMISSION & DISCHARGE POLICIES**

20. You may be discharged from the facility for the following reasons:

- a. [Nonpayment of fees]
- b. [Anything else]

21. In the event the facility decides to discharge you, you will be given at least 30 days advance notice prior to the date of discharge. In the event you are discharged because of a health emergency, the facility may not be able to give you 30 days' notice.

22. If you wish to leave the facility, you are required to give 30 days prior notice of the date you wish to terminate this agreement; however, if you are leaving because of a health emergency, 30 days advance notice is not required.

### **COMPLAINT AND GRIEVANCE PROCEDURES**

23. A copy of the residents' rights is attached and incorporated by reference into this agreement. This facility will honor and respect your rights.

24. You have the right to make suggestions, register complaints, or present grievances about the care or service you or another resident receives here. You may address these concerns to [Assisted Living Manager's Name], Assisted Living Program Manager or you may contact the Assisted Living Complaint Unit at (410) 402-8200 or toll-free at 1 (877) 402-8221.

25. If your concern is directed to the ALP manager, you will receive a response to your concern within 5 days. If you are not satisfied with that response or if the ALP manager does not respond to you, you may contact the Assisted Living Complaint Unit at (410) 402-8200 or toll-free at 1 (877) 402-8221.

### **MISCELLANEOUS PROVISIONS**

26. The facility is responsible for arranging for or overseeing your care and for contracting for services including equipment and supplies not provided by the facility.

27. The facility is responsible for monitoring your health status.

28. The support planners will assist waiver participants to procure needed medical supplies & medical equipment as authorized in their plan of care.

29. The resident can choose a supply provider

30. The facility will not handle your finances for you if you are unable. The resident can control their own funds.

31. If for any reason you have not taken your personal property with you upon discharge, the facility will pack up your belongings and safely store them for 30 days. If you or your family has not retrieved them within 30 days of discharge, your property will be disposed of.

[Facility Name]  
[Facility Address]  
[Facility Phone Number]

**DAYCARE POLICY**

32. Daycare attendance is voluntary.

33. The facility will comply with the designated number of attendance days specified in the resident's plan of care.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

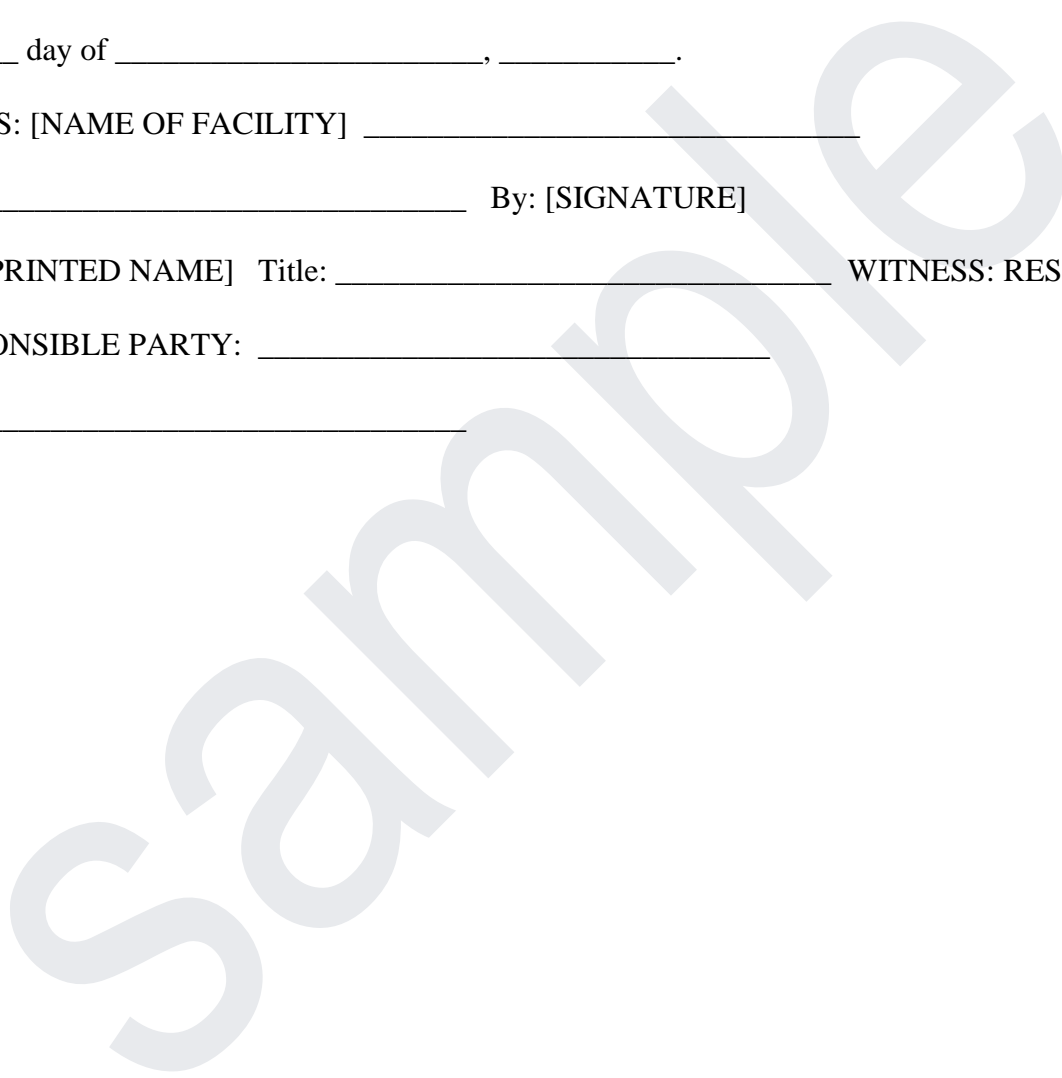
WITNESS: [NAME OF FACILITY] \_\_\_\_\_

\_\_\_\_\_ By: [SIGNATURE]

Name: [PRINTED NAME] Title: \_\_\_\_\_ WITNESS: RESIDENT

or RESPONSIBLE PARTY: \_\_\_\_\_

\_\_\_\_\_



## Home and Community-Based Settings Criteria

**1. Accessibility:** Residents can move around the home on their own. They can use wheelchairs or other tools, as needed.

**To comply with this rule, all of the following should be true:**

- The site has bathrooms residents are able to use.

*If a resident needs a raised toilet seat, one should be provided in the bathroom.*

*Doors should be wide enough and grab bars may be needed.*

- The site has furniture that residents can access and use.
- The site has an accessible kitchen that residents can use.
- The home is modified so people with disabilities can use it.

*If a resident uses a wheelchair, doorways should be wide enough for them to get through. A ramp should be provided if needed.*

**2. Community Integration:** Residents should have access to the community. This means they should be able to go out just like their neighbors.

**To comply with this rule, all of the following should be true:**

- Residents can access the community like neighbors who do not need help.

*Residents should be able to leave the facility to attend a sporting event or go to a religious service.*

- Members of the community are able to visit the residents at the ALF.

*Residents could have a game night at the ALF where community members visit and play board games.*

- Residents are told about community activities.



*A calendar of community events could be posted in the kitchen to make residents aware of activities they could go to within their community.*

- Residents are asked how often they want to take part in community activities outside the ALF.
- When residents take part in community activities, they are able to interact with people who do not receive help from Medicaid.
- Transportation is offered for residents to access the community.

*Residents should have the same access to transportation as other community members. You could post a bus schedule in the kitchen. The phone number for local paratransit or taxi services should be posted.*

**3. Privacy, Dignity, and Respect:** Residents have the same rights to privacy, dignity, and respect as other community members who do not reside in Medicaid-funded ALFs.

**To comply with this rule, all of the following should be true:**

- Staff is available to help residents privately.
- Residents have a private space to meet with their visitors.
- Residents have a private space to use the phone and/or other electronic communications.
- Residents are able to access the phone and/or other communication devices at any time.
- Staff communicates with residents in a way they can understand.

*Staff might communicate with residents in their native language so they are better understood.*

- Staff knocks and asks for permission to enter before entering a resident's bedroom.
- Staff knocks and asks for permission before entering the bathroom when a resident is using it.
- Residents and/or their legal representatives are given the option of a unit with a private bedroom.

*Every facility is not required to have private rooms. However, if the resident wants a private room, they should be made aware of other options in the area.*

- Personal information about residents is kept in a secure and private location.

*All staff should be trained in confidentiality policies. Resident files should be kept in a locked cabinet or computer.*

- Residents have a secure place to store their personal items.
- Residents have lockable bedroom doors.
- Residents have lockable bathroom doors.
- Residents have keys to the entrance door of the ALF.
- Residents have keys to their bedroom doors.

**4. Choice and Autonomy:** Residents should have the same choice in their daily lives as other community members.

**To comply with this rule, all of the following should be true:**

- Residents are asked what their needs and preferences are for types of activities at the site.
- Residents who want to work in integrated settings are encouraged to do so.
- Residents are given information regarding how to make changes to their services.
- Residents are able to choose who they interact with during group activities.
- There are activities schedules posted (Currently required by OHCQ).
- Outside of scheduled times, residents are able to choose when they eat.

*For instance, residents could keep snacks in their rooms or snacks could be left out in common areas.*

- Residents are able to choose where they eat.
- Residents are able to choose what they eat.
- Residents choose the setting among other options.
- Residents know how to file a complaint.

- **5. Freedom from Coercion and Restraint:** Residents should not be pressured or physically forced into doing anything they do not wish to do.

**To comply with this rule, all of the following should be true:**

- Residents are informed of the use of restraints. Restraints are only used in accordance with a doctor's order and documented in the person-centered plan.
- Residents have the freedom to come and go as they wish.

*The facility should not have a curfew.*

- Residents are able to control their own funds.

*Residents can choose when and how to spend their money. Any allowance or spending schedule should be controlled by the resident and be their choice.*

- **6. Lease:** ALF residents should have a legally binding agreement that gives the resident the same rights and protections as the landlord-tenant laws in the area.

**To comply with this rule, all of the following should be true:**

- Residents and/or their legal representatives signed a lease or other legally-binding document that describes their rights.
- Residents who are sharing bedrooms were given a choice of their roommates.
- Residents have the freedom to decorate their own space with the items of their choosing.

*Residents should be able to hang pictures in their rooms.*

- Residents are able to have visitors at any time of the day.

*Visitors should be allowed to enter the ALF at any time. A facility may require guests to knock before entering and sign in when they arrive.*

### **Modifications to the Home and Community-based Settings Rule**

Out of concern for a resident’s health and safety, it may not be possible to comply with all of the above rules. If a part of the rule must be revised for a resident, the following steps must be taken to make sure that the ALF is still in compliance with the federal rule, according to 443.301(c)(4)(vi)(A) through (D) and must be supported by a specific assessed need and justified in the person-centered service plan. .

1. Identify the needs of the resident.

*For example, if a resident cannot choose what they eat because of a choking hazard.*

2. Document efforts to meet the need that did not work.

*Document that staff monitoring did not reduce the risk of choking.*

3. Provide a clear description of the condition that is directly proportional to the need.

*Document that a restricted diet of pureed food with staff monitoring is the only way to ensure safety.*

4. Include periodic timeframes for reviews to verify that the modification is effective.

*Review weekly care notes to make sure that the resident is not choking.*

5. Include the informed consent of the resident.

*Discuss the new diet and make sure they agree with the plan.*

6. Include an assurance that the modifications and supports will cause no harm to the individual.

IN WITNESS WHEREOF, THE PARTIES HAVE RECEIVED AND REVIEWED THE HOME AND COMMUNITY-BASED SETTINGS CRITERIA: on this \_\_\_\_\_ day of

\_\_\_\_\_.

[Facility Name]  
[Facility Address]  
[Facility Phone Number]

WITNESS: [NAME OF FACILITY] \_\_\_\_\_

\_\_\_\_\_ By: [SIGNATURE]

Name: [PRINTED NAME] Title: \_\_\_\_\_ WITNESS: RESIDENT

or RESPONSIBLE PARTY: \_\_\_\_\_

Sample