

GUIDE TO ADMISSION AGREEMENTS FOR RESIDENTIAL CARE FACILITY FOR THE ELDERLY

GENERAL INSTRUCTIONS

You may use these instructions and the following form as a guide to create an admission agreement for your facility, or you may modify and use this form. If you have questions, please contact your licensing office.

Definition:

An admission agreement contract includes all documents that a resident or responsible person must sign at the time of, or as a condition of, admission. It may not include any written attachment that contains prohibited provision(s).

Reference: Health & Safety (H&S) Code Sections 1569.154, 1569.880.

Language and Format:

The admission agreement must be:

- Written in clear, easily understandable language, using words with common and everyday meaning.
- Appropriately divided with each section suitably captioned.
- Printed in black ink, 12-point type size, on plain white paper using only one side of the paper.

Reference: H&S Code Sections 1569.882.

Standard of Responsibility/Liability and Unlawful Provisions:

The admission agreement must not:

- Require or imply a lesser standard of responsibility for the residents' personal property than is required by law.
Reference: H&S Code Section 1569.154
- Release you from responsibility for providing a safe and healthful facility, equipment, and accommodations.
Reference: Title 22 California Code of Regulations (CCR) Section 87568
- Include any provision of unlawful waivers of facility liability for the residents' health and safety or personal property.
Reference: H&S Code Section 1569.883(a)
- Include any provision that you know, or should know, is deceptive or unlawful.
Reference: H&S Code Section 1569.883(b)

Posting, Copies, Retention:

- You must retain the original admission agreement and any modifications in the resident's file.
Reference: CCR Section 87568
- You must provide a copy to the resident and responsible person, if any, or conservator.
Reference: CCR Section 87568
- You must make blank complete copies of the admission agreement immediately available to the public. You may charge the cost for copying and mailing. A complete copy of a blank admission agreement, or notice of its availability, must be placed in a conspicuous location accessible to public view in the facility.
Reference: H&S Code Section 1569.881
- A list of other services and charges available through the facility must be posted in a location accessible to residents.
Reference: CCR Section 87568

Optional Services:

You may assess a separate charge for an item for service only if authorized by the admission agreement. If additional services are available through the facility to be purchased by the resident that were not available at the time the admission agreement was signed, a list of these services and charges shall be provided to the resident or the resident's responsible person. A statement acknowledging the acceptance or refusal to purchase the additional services shall be signed and dated by the resident or the resident's responsible person and attached to the admission agreement.

Reference: H&S Code Section 1569.884(c)

Preadmission Fees:

You may charge a single preadmission fee for non-SSI/SSP residents as long as you provide a written general statement describing costs associated with the fee and you state whether or not the fee is refundable. You may not charge a deposit against any possible damages by the resident. If the fee or some portion is refundable, the written statement must describe the conditions for refund.

Reference: H&S Code Section 1569.651

Dementia:

You must include a statement informing residents and/or responsible persons and conservators that environments, services and programs specific to dementia care are described in the facility's plan of operation and the plan is available for review upon request.

Reference: CCR Section 87725

Theft and Loss Program:

You do not need to notify a resident(s) of the policies and procedures concerning the facility's theft and loss prevention program, if the unit can be secured by the resident(s), and providing there are no unrelated residents sharing the unit.

Reference: H&S Code Section 1569.153(m)

Note:

This admissions agreement is structured so that paragraphs titled "A" indicate specific requirement(s), while paragraphs titled "B", "C" and "D" offer possible methods of referring to the requirement in your admission agreement.

ADMISSION AGREEMENTS FOR RESIDENTIAL CARE FACILITIES FOR THE ELDERLY

This admission agreement complies with the referenced sections of the Health and Safety Code and of the California Code of Regulations, Title 22, as of the date shown at the bottom of this form.

1. FACILITY INFORMATION

NAME OF FACILITY	FACILITY LICENSE NUMBER	TELEPHONE ()
ADDRESS	CITY	STATE ZIP CODE

A residential care facility for the elderly licensed by the California State Department of Social Services IS NOT ALLOWED TO PROVIDE 24-HOUR SKILLED NURSING CARE.

NAME OF LICENSEE	TELEPHONE ()
LICENSEE'S MAILING ADDRESS	CITY STATE ZIP CODE

2. RESIDENT INFORMATION

NAME OF RESIDENT	SOCIAL SECURITY NO. (VOLUNTARY)	BIRTHDATE	DATE OF ADMISSION
RESPONSIBLE PERSON		RELATIONSHIP	
ADDRESS			TELEPHONE ()

NOTE: "Responsible person" means that individual or individuals, including a relative, health care surrogate decision maker, or placement agency, who assist the resident in placement or assume varying degrees of responsibility for the resident's well-being.

Reference: CCR 87101

3. BASIC SERVICES

A. To ensure a safe and healthful living environment for all residents the following basic services must be available. The services actually provided will be those the resident wants and those the resident needs, based on the individual's pre-admission appraisal, and the needs and services plan. Subsequent resident appraisals may result in the need for additional basic services.

B. Basic services at a minimum include:

- (1) Continuous care and supervision;
- (2) Observation for changes in physical, mental, emotional, and social functioning; and
- (3) Notification to resident's family, physician, and other appropriate person/agency of resident's needs.
- (4) Lodging: ____ single room ____ double room
- (5) Food Services:
 - ____ 1. Three nutritious meals daily and snacks.
 - ____ 2. Special diets if prescribed by a doctor.
 - ____ 3. Other meal services described as follows: _____

(If additional space is needed, attach signed and dated sheet.)

- (6) Helping gain access to supportive services as follows: _____

(If additional space is needed, attach signed and dated sheet.)

(7) _____ Plan, arrange and/or provide for transportation to medical and dental appointments as follows: _____

(If additional space is needed, attach signed and dated sheet.)

(8) _____ A planned activity program including arrangement for utilization of available community resources as follows: _____

(If additional space is needed, attach signed and dated sheet.)

(9) _____ Assistance with personal activities of daily living as follows:

_____ dressing,

_____ eating,

_____ toileting,

_____ bathing,

_____ grooming,

_____ mobility tasks, and

_____ other personal care needs: _____

(If additional space is needed, attach signed and dated sheet.)

Additional basic services that the resident needs or wants, and that will be provided by the facility, include those checked below:

(10) _____ Hygiene items of general use, such as soap and toilet paper.

(11) _____ Laundering personal clothing.

(12) _____ Clean bed and bath linens weekly, or as often as needed.

(13) _____ Cleaning of resident's room

(14) _____ Comfortable and suitable bed and bedroom furniture.

(15) _____ Assistance in meeting necessary medical and dental needs as follows: _____

(If additional space is needed, attach signed and dated sheet.)

(16) _____ Assistance with taking prescribed and over-the-counter medications in accordance with physician's instructions unless prohibited by law or regulations.

(17) _____ Bedside care and tray service for minor temporary illnesses or recovery from surgery.

(18) _____ Maintenance or supervision of resident cash resources as follows: _____

(If additional space is needed, attach signed and dated sheet.)

Reference: H&S Code Sections 1569.2, 1569.312, CCR Sections 87101(c), 87568, 87854, 87590, 87591

4. RATE FOR BASIC SERVICES

The monthly private pay rate for basic services as specified above is \$ _____ .

The monthly SSI/SSP rate for all basic services as specified above is \$ _____ .

Reference: H&S Code Sections 1569.312, 1569.884, CCR Section 87568

NOTICE TO SSI/SSP BENEFICIARIES AND THEIR RESPONSIBLE PERSONS:

If the resident is a SSI/SSP recipient, then basic services shall be provided at the SSI/SSP rate at no additional charge to the resident. It is a violation of law for the licensee to purposely obtain an SSI/SSP beneficiary's personal and incidental needs allowance to pay for basic services, including care and supervision. To enable verification that this law is being properly observed, the State Department of Social Services recommends that residents voluntarily disclose in this admission agreement whether the rate paid to the facility includes SSI/SSP benefits.

Reference: Welfare & Institutions Code Sections 13920, 13921, CCR Section 87590, 87101

5. OPTIONAL ITEMS AND SERVICES

A. Optional Services are those services not included under basic services. You must state whether optional services are available, list the optional services, and identify their cost(s).

B. The following optional services are desired by the resident.

ITEM AND SERVICE	TIME AND FREQUENCY FOR PROVIDING SERVICE	RATE FOR ITEM OR SERVICE
(1)		
(2)		
(3)		

(If additional space is needed, attach signed and dated sheet.)

Reference: H&S Code Section 1569.884(c), CCR Section 87568.

6. THIRD PARTY SERVICES

A. The agreement must explain any third party service(s) available, within the facility, that are related to the resident's service plan.

B. _____ No third party services are available.

OR

_____ Information is attached concerning whether third party services are available and how they are arranged, accessed and monitored, including any restrictions associated with the service, and who is financially responsible. _____ (Resident or Responsible Person's Initials)

Reference: H&S Code Section 1569.884(c).

7. PAYMENT PROVISIONS

A. The agreement must include a comprehensive description of billing and payment policies and procedures.

B. The billing and payment policies and procedures are: _____

(If additional space is needed, attach signed and dated sheet.)

7. PAYMENT PROVISIONS - Continued

C. The monthly costs are as follows:

- 1) Basic service rate _____
 - 2) Costs for optional services _____
 - 3) Third party service(s) _____
- Total: _____

- D. 1) Payment is due on: _____
- 2) Method of payment accepted: _____
- 3) Payment may be delivered to: _____

Reference: H&S Code Sections 1569.651(b), 1569.655(a), 1569.884(d), 1569.884(e), 1569.884(f),
CCR Sections 87658, 87568, 87101, 87568

8. RATE CHANGE

A. The agreement must inform the resident of the conditions under which rates may be increased and provide no less than 60 days prior written notice to the resident or the resident's responsible person. The written notice must include the amount of the increase, the reason for the increase, and a general description of the additional costs. This does not apply to optional services provided under a separate fee-for-service arrangement with the resident. Written notice must be provided to the resident and the resident's representative, if any, within two business days of providing service at a new level of care that results in a rate increase. The notice must include a detailed explanation of the additional services provided at the new level of care, and must itemize the charges.

B. Written notice will be provided to the resident and the resident's representative, if any, within two business days of providing service at a new level of care that results in a rate increase. The notice will include a detailed explanation of the additional services provided at the new level of care, and will itemize the charges. _____ (Resident or Responsible Person's Initials)

C. Written notice of a general increase will be provided _____ days (*60 or more*), prior to the increase. _____ (*Resident or Responsible Person's Initials*)

Reference: H&S Code Sections 1569.651, 1569.655, 1569.884, CCR Section 87568

9. REFUND POLICY

A. The agreement must indicate whether or not all, or any portion(s), of a payment will be refunded.

B. Refunds will be granted as follows: _____

(If additional space is needed, attach signed and dated sheet.)

C. If the resident leaves the facility temporarily, the holding rate for his/her room is \$_____ per day. The total monthly rate set forth in the admission agreement _____ will _____ will not be prorated on a daily basis upon the resident's admission to, or permanent departure from, the facility during the month.

Reference: H&S Code Section 1569.884, CCR Section 87568

10. TELEPHONE SERVICES

A. Telecommunications Device Form (*LIC 9158*), must be attached to each agreement.

B. The signed and dated form is attached. _____ (*Resident or Responsible Person's Initials*)

Reference: H&S Code Section 1569.159, CCR Section 87568

11. HOUSE RULES/FACILITY POLICIES

A. The house rules must be for the purpose of making it possible for residents to live together. When referring to a resident's obligation to observe facility rules, you must ensure the rules are reasonable, and inform the resident of the procedure for suggesting rule changes.

B. The following house rules must be observed: _____

(If additional space is needed, attach signed and dated sheet.)

C. The procedure for suggesting rule changes is as follows: _____

(If additional space is needed, attach signed and dated sheet.)

Reference: H&S Code Section 1569.885(a), CCR Section 87568

12. FACILITY VISITING POLICY

A. The agreement must include the facility policy concerning family visits and communication. The policy must be designed to encourage regular family involvement with the resident. The policy must also provide ample opportunity for family participation in facility activities.

B. Facility visiting hours are _____. The policy concerning visits is: _____

C. The policy concerning other communication with residents is: _____

(If additional space is needed, attach signed and dated sheet.)

Reference: H&S Code Sections 1569.313, 1569.884(g), CCR Section 87568

13. THEFT AND LOSS PROGRAM

A. The licensee must notify residents, upon admission and in the admission agreement, of the written policies and procedures regarding the facility's theft and loss prevention program. A copy of the law that sets forth the requirements for this program (Health and Safety Code Sections 1569.152 through 1569.154) must be provided to all residents and their responsible persons; and, upon request, to all prospective residents and their responsible persons.

B. The policies and procedures relating to theft and loss prevention are as follows:

(If additional space is needed, attach signed and dated sheet.)

C. I accept ____ or, I decline ____ to have my personal items inventoried.

Note: Any fees associated with this requirement must be disclosed under Optional Services.

D. I received a copy of Health & Safety Code Sections 1569.152 through 1569.154.

____ (Resident or Responsible Person's Initials)

Reference: H&S Code Sections 1569.152, 1569.153, 1569.154, CCR Section 87227.1

14. PERSONAL RIGHTS

- A. The licensee must advise the resident or responsible person of, and provide a copy of, the resident's personal rights specified by law.
- B. I have been advised of my personal rights listed in California Code of Regulations, Title 22, Section 87572. ____ (*Resident or Responsible Person's Initials*)
- C. Attached is a signed copy of the personal rights. ____ (*Resident or Responsible Person's Initials*)
(*Form LIC 613C may be used.*)

Reference: H&S Code Section 1569.885(d), CCR Section 87572

15. GRIEVANCES/COMPLAINTS

- A. The licensee must make a copy of the facility grievance procedure for resolution of a resident's complaints available to the resident or the resident's responsible person. The procedure must inform residents of their rights to contact the Department of Social Services, the long-term care ombudsman, or both, regarding grievances against the facility.
- B. I received notice that a copy of the facility grievance procedure for resolution of complaints is available to me, or my responsible person, and I was informed of my right to contact the Department of Social Services, the long-term care ombudsman, or both, regarding grievances against the facility. ____ (*Resident or Responsible Person's Initials*)
- C. The Department of Social Services' address and telephone number are: _____

The Long-Term Care Ombudsman telephone number is: _____

Reference: H&S Code Sections 1569.885(b)-(c)

16. ADVANCE HEALTH CARE DIRECTIVE

- A. The licensee must provide written information to residents upon admission about the resident's right to make decisions concerning medical care, including the right to accept or refuse treatment, and the right, under state law, to formulate an advance health care directive.
- B. I received the brochure entitled "Your Right to Make Decisions About Medical Treatment" PUB 325, and a copy of California Code of Regulations, Title 22, Sections 87575.1(b) & (c).
____ (*Resident or Responsible Person's Initials*)

Reference: H&S Code Section 1569.156(a)(3), CCR Section 87575.1

17. ACCESS TO RECORDS

- A. The agreement must provide notification that the Department of Social Services has the authority to examine resident records as part of the facility evaluation.
- B. I acknowledge that the Department of Social Services has the authority to examine my records as part of the facility evaluation. ____ (*Resident or Responsible Person's Initials*)

Reference: CCR Section 87568

18. TERMINATION OF AGREEMENT

A. The agreement must indicate whether it will be automatically terminated by the death of the resident. The resident's relatives and/or responsible persons will not be liable for any payment beyond that due at the date of death, unless agreed to in writing, or ordered by the court.

B. ____ This agreement is terminated upon the death of the resident.

OR,

____ This agreement remains in effect after the death of the resident; payment is owed until the following conditions are met: _____

(If additional space is needed, attach signed and dated sheet.)

C. I acknowledge that the Department of Social Services has authority to order my relocation for any of the following reasons:

- (1) My health condition cannot be cared for within the limits of the license;
- (2) I require inpatient care in a health facility;
- (3) My mental or physical condition requires immediate transfer to protect my health and safety.

____ (Resident or Responsible Person's Initials)

Reference: H&S Code Sections 1569.54, 1569.193, 1569.884, CCR Section 87568

19. CONDITIONS FOR EVICTION

A. The agreement must specify that a written notice that includes specific facts concerning the date, place, witnesses, and circumstances for eviction will be provided to the resident. Specific conditions under which a resident may be evicted must be worded exactly as written in the applicable law or regulations.

B. Reasons for eviction are as follows:

"The licensee may, upon 30 days written notice to the resident, evict the resident for one or more of the following reasons:

- (1) Nonpayment of the rate for basic services within 10 days of the due date.
- (2) Failure of the resident to comply with state or local law after receiving written notice of the alleged violation.
- (3) Failure of resident to comply with written general policies of the facility. Said general policies must be in writing, must be for the purpose of making it possible for residents to live together and must be made part of the admission agreement.
- (4) If, after admission, it is determined that the resident has a need not previously identified and a reappraisal has been conducted pursuant to Section 87587, and the licensee and the person who performs the reappraisal believe that the facility is not appropriate for the resident.
- (5) Change of use of the facility."

Reference: H&S Code Section 1569.886, CCR Section 87589

The licensee may give a 3-day written notice to evict, provided written approval is obtained from the Department of Social Services. The Department may grant approval for the eviction upon a finding of good cause. Good cause exists if the resident is engaging in behavior that is a threat to the mental and/or physical health or safety of himself or to the mental and/or physical health or safety of others in the facility.

Reference: H&S Code Section 1569.886, CCR Sections 87568, 87589

20. RELOCATION AND APPEAL NOTICE

A. The agreement must include an explanation of the resident's right to notice prior to an involuntary transfer, discharge, or eviction, the process by which the resident may appeal the decision, and a description of the relocation assistance offered by the facility.

B. Residents may appeal the decision as follows: _____

(If additional space is needed, attach signed and dated sheet.)

C. The relocation assistance offered by the facility is as follows: _____

(If additional space is needed, attach signed and dated sheet.)

NOTE: When the Department orders relocation of a resident, due to a health condition that cannot be cared for within the limits of the license, the resident shall not be held responsible for meeting any advance notice requirement imposed by the licensee in the admission agreement. The licensee shall refund any money the resident would have been entitled had notice been given as required by the admission agreement.

Reference: H&S Code Section 1569.886, CCR Sections 87568, 87701.1

21. SIGNATURES

The signature of the resident and/or responsible person indicates that he/she has read, or had read and explained to him/her, the provisions of this agreement. The agreement must be dated and signed, acknowledging the contents, by the resident and/or responsible person if any, and the licensee, or designated representative upon admission.

Reference: H&S Code Section 1569.887(a), CCR Section 87568

RESIDENT:	DATE:
RESIDENT'S RESPONSIBLE PERSON OR CONSERVATOR: <i>(IF APPLICABLE)</i>	DATE:
LICENSEE/FACILITY REPRESENTATIVE:	DATE:
