

ASSISTED LIVING FACILITY ADMISSION AGREEMENTS

ICHA October 29, 2014



Presenters:

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TODAYS AGENDA

- What is an admission agreement (AA)
- Why do we have one - importance
- Licensing rules regarding AA
 - Transparent
 - Easy to read
 - Copies to residents
 - Signatures required
 - Document must be complete
- Facility policies and procedures
 - Specific to each facility

What is an Admission Agreement?

- A contract between the facility and the resident
 - It outlines the facility's responsibilities
 - It outlines the resident's responsibilities
 - Completed prior to or on the day of admission
 - It must be transparent
 - It must be understandable
 - It provides a complete reflection of facility charges
 - Commits agreed to by each party
 - Actual practices that will occur in the facility
 - Must be signed by all involved parties
 - Signed and dated by the administrator, resident or the resident's legal guardian/conservator
 - Copies provided to the resident/legal guardian prior to or on the day of admission
 - May be integrated with the NSA

The importance of an Admission Agreement

- Is a legal document/contract
 - Two essential components
- Is required per licensing rules
- Company policy

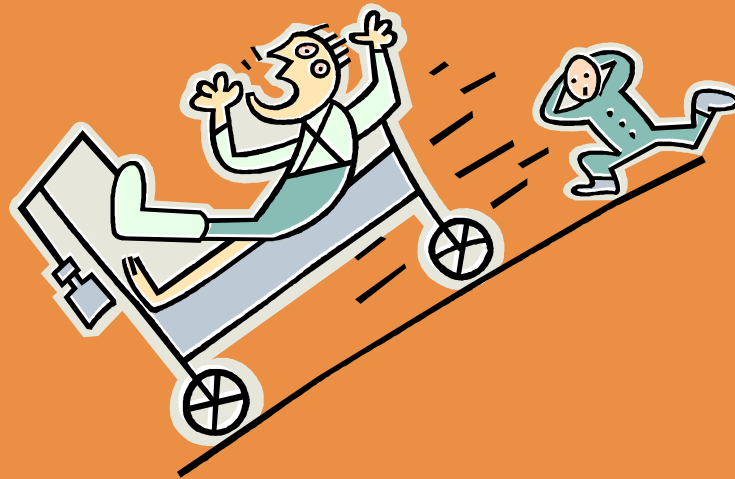


Licensing Rules

- IDAPA 16.03.22.219.01 through .03
- IDAPA 16.03.22.220.01 through .08
- Also - 16.03.22.
 - 152.01 through .05 – requirements for termination
 - 430.01 through .08 – furnishings/equip/supply/basic service
 - 121.01 through .05 – Policies
 - 550.01 through .23 – Res Rights
 - 600.01 through .06 – Staffing
 - 705.01 through .07 – Business Records

Facility Policies and Procedures

- Customize to fit your facility's operating policies and procedures.



Tool For Reviewing Admission Agreements

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220. REQUIREMENTS FOR ADMISSION AGREEMENTS FOR PRIVATE-PAY RESIDENTS.

Initial Resident Assessment and Care Plan.

- Prior to or on the day of admission, each private-pay resident must be assessed by the facility to ensure the resident is appropriate for placement in their residential care or assisted living facility.
- The facility must develop an interim care plan to guide services until the facility can complete the resident assessment process outlined in Section 650 (UAI) of these rules
- The result of the assessment will determine the need for specific services and supports

02. Written Agreement.

- Prior to or on the day of admission, the facility and each resident or the resident's legal guardian or conservator must enter into a written admission agreement that is transparent, understandable, and is translated into a language the resident or his representative understands
- The admission agreement will provide a complete reflection of the facility's charges, commitments agreed to by each party, and the actual practices that will occur in the facility.
- The agreement must be signed by all involved parties, and a complete copy provided to the resident and the resident's legal guardian or conservator prior to or on the day of admission

- ❑ The admission agreement may be integrated within the Negotiated Service Agreement, provided that all requirements for the Negotiated Service Agreement in Section 320 of these rules and the admission agreement are met
- ❑ Admission agreements must include all items described under Subsections 220.03 through 220.18 of this rule.

03. Services, Supports, and Rates. The facility must identify the following services, supports, and applicable rates:

- Unless otherwise negotiated with the resident, the resident's legal guardian or conservator, basic services must, at a minimum, include:
 - i. Rent
 - ii. Utilities
 - iii. Food
 - iv. Activities of daily living services
 - v. Supervision

- vi. First aid
- vii. Assistance with and monitoring of medications
- viii. Laundering of linens owned by the facility
- ix. Emergency interventions
- and coordination of outside services
- x. Routine housekeeping and maintenance of common areas; and
- xi. Access to basic television in common areas

- The resident's monthly charges must be specific and describe the services that are included in the basic services rate and the charged rate

- The facility must disclose all prices, formulas, and calculations used to determine the resident's basic services rate including:
 - i. Service packages
 - ii. Fee-for-service rates
 - iii. Assessment forms
 - iv. Price per assessment point

- ❑ v. Charges for levels of care determined with an assessment; and
- ❑ vi. Move-in fees or other similar charges
- ❑ Services or amenities that are not contained in the description of basic services are considered additional services. The facility must describe the services and rates charged for additional or optional services, supplies, or amenities that are available through the facility or arranged for by the facility for which the resident will be charged additional fees

- ❑ Services or rates that are impacted by an updated assessment of the resident must be identified, as well as the assessment tool, the assessor, and the frequency of the assessment, when the facility uses this assessment to determine rate changes
- ❑ The facility may charge residents for the use of personal furnishings, equipment, and supplies provided by the facility for private-pay residents. The facility must provide a detailed itemization of furnishings, equipment, supplies, and the rate for those items the resident will be charged

- ❑ **Staffing.** The facility must identify staffing patterns and qualification of staff on duty during a normal day

- ❑ **Notification of Liability Insurance Coverage.** The administrator of a residential care or assisted living facility must disclose in writing at the time of admission or before a resident's admission if the facility does not carry professional liability insurance.

- ❑ If the facility cancels the professional liability insurance all residents must be notified of the change in writing

- ❑ **06. Medication Responsibilities.** The facility's and resident's roles and responsibilities relating to assistance with medications including the reporting of missed doses or those taken on a PRN basis

- ❑ **07. Resident Personal Fund Responsibilities.** Who is responsible for the resident's personal funds

- ❑ **08. Resident Belongings Responsibility.** The agreement must identify responsibility for protection and disposition of all valuables belonging to the resident

- ❑ and provision for the return of resident's valuables if the resident leaves the facility

- ❑ **09. Emergency Transfers.** The agreement must identify conditions under which emergency transfers will be made as provided in Section 152 of these rules

10. Billing Practices, Notices, and Procedures for Payments and Refunds. The facility must provide a description of the facility's billing practices, notices, and procedures for payments and refunds. The following procedures must be included:

Arrangement for payments

Under what circumstances and time frame a partial month's resident fees are to be refunded when a resident no longer resides in the facility

Written notice to vacate the facility must be given thirty (30) calendar days prior to transfer or discharge on the part of either party except in the case of the resident's emergency discharge or death the facility may charge up to fifteen (15) days prorated rent from the date of the resident's emergency discharge or death

☐ 11. Resident Permission to Transfer Information.

The agreement must clarify permission to transfer information from the resident's records to any facility to which the resident transfers

☐ 12. Resident Responsibilities. Resident responsibilities, as appropriate

☐ 13. Restrictions on Choice of Care or Service Providers. Any restriction on choice of care or service providers, such as pharmacy, home health agency, hospice agency, physician or authorized provider

- 14. Advance Directive.** The agreement must identify written documentation of the resident's preference regarding the formulation of an Advance Directive in accordance with Idaho state law.

- When a resident has an Advanced Directive, a copy must be immediately available for staff and emergency personnel

- 15. Notification of Payee Requirements.** Notification if the facility requires as a condition of admission that the administrator or an employee of the facility be named as payee

- ❑ **16. Contested Charges.** The facility must provide the methods by which a resident may contest charges or rate increases that include contacting the Ombudsman for the Elderly.

- ❑ The facility must respond as provided under Section 711.02 of these rules

- ❑ **17. Transition to Publicly-Funded Program.** The facility must disclose the conditions under which the resident can remain in the facility, if payment for the resident shifts to a publicly-funded program

- ❑ **18. Other Information.** The agreement must identify other information that the facility may deem appropriate.

Licensing Rules – other rules that apply

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Questions?

