

# ADMISSION AGREEMENT

## SECTION 1: GENERAL TERMS OF AND PARTIES TO THE AGREEMENT

a. **Agreement.** This agreement is between the Certified Family Home (CFH) certificate holder (aka, CFH provider) and the resident or resident's representative (i.e., the resident's legal guardian or durable power of attorney for health care), if applicable. The provider agrees to provide housing in his or her home and care to the resident as established in this agreement, in the resident's individual plan of service, and as required under Idaho Administrative Procedures Act (IDAPA) 16, Title 03, Chapter 19, "Rules Governing Certified Family Homes." The resident or resident's representative agrees to abide by the terms of this agreement. This agreement continues on a month-to-month basis unless otherwise terminated as provided in Section 7 of this agreement.

If the resident's care is fully or partially publicly-funded, the provider and resident or resident's representative will also comply with Home and Community Based Services (HCBS) setting requirements.

b. **Name of CFH Provider.** The provider is the adult member of the home named on the CFH certificate and is primarily responsible for maintenance of the home and providing care to the resident. The provider is identified as:

\_\_\_\_\_

c. **Name of Resident.** The resident is an adult who lives in the CFH provider's home and requires care, help in daily living activities, protection and security, supervision, personal assistance, and/or encouragement toward independence. The resident is identified as:

\_\_\_\_\_

d. **Resident Representative.** The resident's representative, if applicable, is an adult making decisions on behalf of the resident. Has the resident been appointed a legal guardian through a court, or is an adult appointed by the resident acting as POA due to the resident's current incapacitation?

Yes  No

If "Yes" above, the provider will ensure the representative's information is reflected in the admission records, including maintaining a copy of the document confirming the representative's appointment in the resident's records.

## SECTION 2: CHARGES TO THE RESIDENT

a. **Room and Board Charge.** The charge for the resident's room, utilities and three (3) daily meals as described in IDAPA 16.03.19.175 is \$\_\_\_\_\_ per month.

This charge is due on or before the \_\_\_\_\_ day of each month. Failure to pay room and board when due may result in eviction if payment in full is not made within three (3) days of a written notice per IDAPA 16.03.19.260.05.b.i.

b. **Care Charge.** The charge for care to the resident is \$\_\_\_\_\_ per month for the services described in IDAPA 16.03.19.170. This amount is billed directly to the resident or the resident's representative and excludes amounts the provider may claim from Medicaid. Services for which Medicaid pays the provider as authorized in the resident's plan of service will not be charged to the resident per IDAPA 16.03.09.210.03, except when the resident has a share of cost per IDAPA 16.03.18.

This charge is due on or before the \_\_\_\_\_ day of each month. Failure to pay care charges when due may result in eviction if payment in full is not made within three (3) days of a written notice per IDAPA 16.03.19.260.05.b.i.

c. **Basic Needs Allowance.** If the resident receives public assistance to pay for his care in full or in part, the charges specified in Subsections 2.a and 2.b in this agreement will leave the resident with at least the funds from his or her monthly income in the amount specified as the Basic Needs Allowance required under IDAPA 16.03.19.200.04.

d. **Partial Month Refund.** When the resident has paid the care charges for a given month but does not receive services from the CFH provider due to an emergency temporary placement as provided in Section 8 of this agreement, or the resident otherwise chooses not to receive CFH services from the provider or the provider's substitute caregiver(s), the provider will refund a prorated amount of the resident's care charges as specified in Subsection 2.b of this agreement for those days CFH services were not rendered.

When the resident leaves the home permanently under any circumstances or passes away, the CFH provider will only retain room and board funds prorated to the last day of the applicable notice period as stated in Section 7 of this agreement, or upon the resident moving from the home, whichever is later.

Refunds will be made to the following individual:

Name: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Refunds will be made within the following timeframe:

### SECTION 3: MEDICATIONS

a. **Responsibility for Medications.** Upon admission, the CFH provider assumes responsibility for the resident's medications. If the resident wishes to be responsible for administering his or her own medications, the provider will obtain an evaluation and approval (see form: Approval to Self-Administer Medications) from the resident's primary healthcare professional indicating the resident is capable of self-administration before relinquishing responsibility for the medications to the resident.

Does the resident wish to be responsible for administering his or her own medications? Yes  No

b. **Orders.** The CFH provider will offer assistance with medications to the resident only as ordered by the resident's health care professional(s). The CFH provider will not alter dosage, discontinue or add medications (including over-the-counter medications and supplements) or discontinue, alter, or add treatments or special diets without first consulting the resident's health care professional and obtaining an order for the change as required under IDAPA 16.03.19.400.02.

c. **Assistance with Medications.** While the CFH provider is responsible for the resident's medications, the provider and any CFH staff who assist with medications will comply with IDAPA 16.03.19.402.

### SECTION 4: INSURANCE

a. **Liability Insurance.** The homeowner's or renter's insurance on the CFH provider's home has the following liability coverage: \$ \_\_\_\_\_.

b. **Resident's Personal Belongings.** Does the homeowner's or renter's insurance policy for the CFH provider's home cover the resident's personal belongings? Yes  No

If "No" above, the resident is advised that he or she may purchase his or her own renter's insurance policy.

### SECTION 5: RESIDENT'S PERSONAL FUNDS AND BELONGINGS

a. **Responsibility for Funds.** If the resident's funds are turned over to the CFH provider for any purpose other than those described in Section 2 of this agreement, or if the provider, a relative of the provider, or any other member of the provider's household acts as the resident's representative payee, the provider is deemed to be managing the resident's funds.

Will the provider be managing the resident's funds? Yes  No

If "No" above, complete the following:

Will the resident be managing the his or her own funds? Yes  No

If "No" above, complete the following:

Contact information for the person responsible for assisting the resident in managing his or her funds is as follows:

Name: _____ Phone Number(s): _____ Address: _____ Email: _____
<p><b>b. Resident Funds Managed by the CFH Provider.</b> If the provider manages the resident's funds, the provider will comply with IDAPA 16.03.19.275.02.</p> <p>If the resident leaves the home permanently under any circumstances or passes away, the provider will only use the resident's funds for that resident's expenses until a new payee is appointed.</p>
<p><b>c. Return of Resident Possessions.</b> When the resident leaves the home under any circumstances, the CFH provider will immediately return all personal funds belonging to the resident, and any medication, supplement or treatment belonging to the resident.</p> <p>Within three (3) business days, the provider will return all possessions indicated on the resident's belongings inventory and any other item belonging solely to the resident, including personal documents. Additionally, if the provider was managing the resident's funds, a copy of the final accounting of such will be supplied by the provider.</p> <p>Return of the items in this subsection will be made to the following individual within the timeframes specified above:</p> <p>Name: _____          Phone Number(s): _____          Address: _____          _____          Email: _____</p> <p>Arrangement for the return of these items is as follows:</p>
<p><b>d. Personal Loans.</b> The provider prohibits personal loans to the resident unless the resident is a relative of the provider, the provider's relative, or any other member of the provider's household.</p> <p>When a personal loan complying with the above is made, the provider will ensure the terms of the loan are described in a written contract signed by the resident or resident's representative. This contract will be maintained in the resident's record. The provider will immediately update documentation of repayments towards the loan.</p>

<b>SECTION 6: CONSENT</b>
<p><b>a. Medical Procedures.</b> If the resident is unable to make his or her medical decisions, the CFH provider will obtain consent from the resident's legal guardian or POA before a medical procedure is conducted.</p>
<p><b>b. Health Care Providers.</b> If the resident is unable to give medical consent, the CFH provider will give the name and contact information of the resident's representative to any health care provider upon request.</p>
<p><b>c. Resident Information.</b> The CFH provider and the resident or resident's representative agree to allow the provider to share pertinent information from the resident's record to a hospital, nursing home, residential care or assisted living facility, or other certified family home on an as-needed basis if the resident will be accessing these services.</p>

<b>SECTION 7: ADVANCE NOTICE OF CHANGE</b>
<p><b>a. Changes to CFH Charges.</b> The CFH provider will provide to the resident, or if applicable, to the resident's representative, advance written notice at least fifteen (15) days prior to increasing the charges identified in Subsections 2.a or 2.b of this agreement. The agreed period is _____ days advance written notice.</p>

b. **Termination of this Agreement by the CFH Provider.** Excepting the scenarios described in Subsection 7.c of this agreement, if the provider wishes to terminate this agreement, written advance notice will be provided to the resident, or if applicable, to the resident's representative, at least thirty (30) days prior to termination of the agreement and discharge of the resident. The agreed period is \_\_\_\_\_ days advance written notice.

c. **Three-day Eviction Notice.** The CFH provider may provide the resident, or if applicable, the resident's representative with three (3) days written notice as described below in advance of terminating this agreement and evicting the resident for any, and only, one of the following scenarios:

1. **Failure to Make Timely Payments to the CFH Provider:** The resident or responsible party fails to pay the charges agreed upon as specified in Section 2 of this admission agreement. This notice will include the charges owed to the provider and advise the resident or responsible party of a three-day right to pay. If the payment is made within three (3) days of receipt of the written notice, the provider will rescind the termination notice. If payment is not made, the resident will move to another placement within three (3) days of receipt of the notice, unless the resident, or if applicable, the resident's representative, appeals the eviction through the process described in Subsection 7.d of this agreement.
2. **Violation of Mutually Established Conditions:** The resident violates any of the terms of this agreement. This notice will specify the terms that were violated and advise the resident of a three-day right to cure the violation. If the violation is cured within three (3) days of receipt of this notice, the provider will rescind the termination notice. If the violation persists, the resident will move to another placement within three (3) days of receipt of the notice, unless the resident, or if applicable, the resident's representative, appeals the eviction through the process described in Subsection 7.d of this agreement.
3. **Unlawful Delivery, Production, or Use of a Controlled Substance:** The resident engages in unlawful delivery, production, and/or use of a controlled substance on the premises of the certified family home. The resident has no three-day right to correct the activity, but will move to another placement within three (3) days of receipt of the notice, unless the resident, or if applicable, the resident's representative, appeals the eviction through the process described in Subsection 7.d of this agreement.

d. **Eviction Appeal Process.** When the CFH provider issues a three-day notice to terminate this agreement for any of the three scenarios described in Subsection 7.c, the provider will immediately inform the Department's regional certifying agent by either fax or email and include a copy of the notice.

The resident or, if applicable, the resident's representative will have the right within that three-day timeframe to make a written request to the Department's regional certifying agent for a review of the eviction if it is believed that the reason for the eviction does not meet one of the three scenarios in Subsection 7.c. The request for review must be signed by the resident or the resident's representative and state specifically the reasons that the CFH provider's decision to evict did not meet one of the three scenarios.

If, after the expiration of the three days, the resident has not complied with the notice, then the CFH provider may request the Department's regional certifying agent to approve the eviction.

In either case, the Department will have twelve (12) calendar days from the request to review the eviction notice and provide a determination in writing to both parties regarding its validity. The CFH provider will allow the resident to remain in the home during the Department's review process and continue to provide services in accordance with this agreement, the resident's individual plan of service, and IDAPA 16.03.19.

- If the Department finds on the part of the CFH provider, the resident will have three (d) days to find alternate placement and move out of the home, during which time the provider must continue to provide services in accordance with this agreement, the resident's individual plan of service, and IDAPA 16.03.19.
- If the Department finds on the part of the resident, the eviction notice will be null and void and the resident may continue living in the home and the CFH provide will provide services in accordance with this agreement, the resident's individual plan of service, and IDAPA 16.03.19.

Nothing in this agreement will prevent the CFH provider, the resident, or if applicable, the resident's representative, from utilizing the termination provisions contained in Subsections 7.b and 7.e of this agreement.

e. **Termination of this Agreement by the Resident.** If the resident or resident's representative wishes to terminate this agreement, written advance notice will be provided to the CFH provider at least thirty (30) days prior to termination of this agreement. The agreed period is \_\_\_\_\_ days advance written notice.

## SECTION 8: EMERGENCY TEMPORARY PLACEMENT

a. **Conditions for an Emergency Temporary Placement.** The CFH provider and the resident or, if applicable, the resident's representative, agree that the following emergency conditions may require a resident to transfer out of the home immediately to a temporary placement without advance notice:

1. **Deterioration of Health:** The resident's mental or physical condition deteriorates to a level requiring evaluation or services that cannot be provided in the CFH; or
2. **Protection from Harm:** Emergency conditions requiring the resident to transfer out of the home to protect the resident or other people in the home from harm.

b. **Continuation of This Agreement.** Upon the resident's transfer to an emergency temporary placement, this agreement will remain in force and effect, except for the CFH provider's responsibility for care to the resident, and the resident's, or if applicable, the resident's representative, responsibility to pay the provider for CFH care charges according to Section 2.b of this agreement while the resident is receiving services in another care setting.

Upon improvement of the resident's health or removal of the danger requiring the emergency temporary placement, the resident may return to the home and resume CFH services provided that this agreement has not otherwise been terminated as described in Section 7 of this agreement.

c. **Safeguarding Plan.** The CFH provider will follow the safeguarding plan described below if the resident is not able to carry out self-preservation and either of the scenarios described in Subsection 8.a of this agreement occur:

## SECTION 9: ADDITIONAL CONDITIONS

c. **Additional Conditions.** The following additional condition(s) are agreed between the CFH provider and the resident, or if applicable, the resident's representative, provided there is no contradiction with any requirement of IDAPA 16.03.19:

## SECTION 10: ADMISSION AGREEMENT VERIFICATION

a. **Effective Date.** This agreement commences on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

DAY MONTH YEAR

b. **Signature of the CFH Provider.** The provider's signature below signifies adoption of this agreement.

\_\_\_\_\_  
CFH PROVIDER'S SIGNATURE

\_\_\_\_\_  
DATE

c. **Signature of the Resident or Resident's Representative.** The resident's, or if applicable, resident's representative's, signature below signifies adoption of this agreement.

\_\_\_\_\_  
RESIDENT'S OR RESIDENT'S REPRESENTATIVE'S SIGNATURE

\_\_\_\_\_  
DATE