

Certified Family Home Admission Agreement Guidance

Introduction

This guide has been developed to help Certified Family Home (CFH) providers and residents or their agents understand and use the Department of Health & Welfare's updated Admission Agreement. The Department was prompted to revise its standard Admission Agreement to align with Idaho Landlord Tenant law.

The rules governing Certified Family Homes require that the CFH provider and the resident enter into an admission agreement at the time of admission (IDAPA 16.03.19.260.01). CFH providers are free to use the Department's updated Admission Agreement or develop their own; however, if an Admission Agreement other than the Department's updated agreement is used, the CFH provider must assure that it meets the requirements of IDAPA 16.03.19.

Section 1: Parties to the Agreement

This section identifies who is involved in making the agreement. Each person involved in the agreement is referred to as a party. The following people may be parties to the agreement:

- **The CFH Provider.** This is the adult member of the CFH who lives in the home and is responsible for providing care to the resident. The CFH provider is named on the CFH certificate. The agreement must not be made with any other individual representing the CFH or a substitute caregiver in the employ of the CFH provider. The CFH provider must be a party to the agreement.
- **The CFH Resident.** This is an adult who is or will be living in the CFH provider's home and requires supervision and one or more of the following services: protection, assistance with decision-making, assistance with activities of daily living, and direction towards self-care skills. A resident is an adult who may be elderly, developmentally disabled, mentally ill, and/or physically disabled and is unable to live alone, and whose mental, emotional, and physical condition can be met by the CFH provider. The resident must be a party to the agreement.
- **The Resident's Agent.** If the resident is unable to make rational decisions for him or herself or anticipates becoming incapacitated, an agent may be appointed to make decisions on behalf of the resident. For the purposes of this agreement, there are two recognized types of agents: (1) a legal guardian appointed by the court; and (2) a person the resident has appointed as his/her durable power of attorney (POA) for health care decisions. If the resident has an agent, the CFH

provider should keep a copy of the appointment document on file with the resident's record. Additionally, the agent's name and contact information should be recorded in this section of the Admission Agreement. If the resident has an active agent, the agent must be a party to the agreement.

Section 2: Charges to the Resident

This section describes the charges to the resident and how those charges will be handled.

Paragraph 1: Room, Utilities, and Meals. IDAPA 16.03.19.175 requires that the charge for room, utilities, and three (3) daily meals be established in the Admission Agreement. This paragraph also establishes when this charge is due to the CFH provider on a monthly basis. For example, room, utilities, and meals may be negotiated at \$600 per month, due to the CFH provider by the 10th day of each month.

Paragraph 2: Care Charges. If the resident is receiving state-funded assistance (generally Medicaid) to fully pay for his/her care charges, this paragraph on the Admission Agreement should be skipped. The CFH provider may not charge a resident receiving state-funded assistance an additional amount for care unless it is incorporated by the Department (Self Reliance unit) as a share of cost (see IDAPA 16.03.09.210.04 and IDAPA 16.03.18).

This paragraph establishes the monthly charge for care to a resident, and when that charge is due to the CFH provider. For example, the monthly charge for care may be negotiated at \$1400, payable to the CFH provider by the 10th day of each month. The resident or his/her payee may make the room, utilities, and meals and care payments together (in these examples above, a total of \$2000; \$600 for room, utilities and meals and \$1400 for care), but the agreement should separate these charges out because CFH rules specifically require the room, utilities, and meals charge to be identified as described above in Section 2, Paragraph 1.

Paragraph 3: Basic Needs Allowance. IDAPA 16.03.19.200.04 requires that a resident whose care is paid for by public assistance retain a certain portion of their monthly income for their own personal spending. This portion of their monthly income is referred to as the Basic Needs Allowance (BNA). Depending on if social security benefits are changed due to a cost of living adjustment (which usually occurs each January), the BNA amount will adjust as well in a weighted proportion. The BNA is included in the Admission Agreement so that all parties are aware of this requirement.

Paragraph 4: Prorated Refund. IDAPA 16.03.19.260.01.d requires that the Admission Agreement include how a partial month's refund will be managed. A refund may be due from the CFH provider to the resident in the event that he/she leaves the home during a month in which his/her CFH charges had already been paid provided that proper advance written notice was given as described in Section 7, or an emergency temporary placement was necessary as described in Section 8, or the resident passes away. If the resident voluntarily leaves the home during a month in which his/her CFH charges had already been paid without giving advance written notice as described in Section 7, the CFH provider may choose not to refund CFH charges for that month.

This agreement assumes that the refund will be prorated to when the resident was actually living in the Certified Family Home. If a different refund method is used, the agreement for this paragraph should then refer the reader to Section 9, "Additional Agreements," and the refund policy should be fully described in that section. The CFH provider, if using a different refund method and handling the resident's funds, should be aware of the requirements found in IDAPA 16.03.19.275.01.b.

If the assumed prorated method is used, that amount is calculated by adding all CFH charges for a typical month as described in Section 2, and dividing that total by the number of days in the month in which the resident was not living in the home. This gives the resident's charge per day amount. The resident's charge per day should then be multiplied by the number of days during which the resident was out of the home due to the circumstances described in Sections 7 and 8. So in our examples above, if the CFH charges room, utilities and meals at \$600 and care at \$1400 for a typical month, and there are 30 days in the month in which the resident left the house (let's suppose that month was a November, which has 30 days), the charge per day comes to \$66.67 ($\$600 + \$1400 = \2000; $\$2000 \div 30 = \66.67). If the resident left on the 20th day of the month, then there would be 10 days during which the resident was not living in the home ($30 - 20 = 10$). Therefore, the prorated refund would be \$666.70 ($\$66.67 \times 10 = \666.70).

This paragraph also identifies the name of the person who is to receive the prorated refund in the event one occurs (it can be the resident, resident's agent, or any other person designated by the resident or agent). Further, this paragraph provides the timeframe within which the CFH provider will return the refunded amount to the identified person.

Section 3: Medications

This section defines the CFH provider's responsibilities if assisting the resident with his/her medications.

Paragraph 1: Direction of Healthcare Professionals. This paragraph states that if the CFH provider will be assisting the resident with medications, then the CFH provider will follow the directions of the resident's healthcare professionals (see IDAPA 16.03.19.400.04.e). The CFH provider must not add, alter, or discontinue medications (either prescription or over-the-counter) without an order from a healthcare professional acting within the scope of their license.

Paragraph 2: Resident's Desire to Self-Administer. This paragraph clarifies the requirements if a resident wishes to self-administer their own medication. If the resident desires to self-administer, the resident's primary healthcare professional must document that the resident can independently and safely administer his/her own medications, including that the resident knows the medication name; purpose; expected side effects; appropriate dosage and time to take the medication; possible adverse reactions; actions to take in an emergency; and the resident does not require reminders to take the medication (see IDAPA 16.03.19.400.03.a-d).

Until this statement is obtained stating the resident is capable of self-administration (typically on the Medication Authorization Form), the CFH provider should assume responsibility for the resident's medications.

If the resident's primary healthcare professional determines the resident is capable of self-administration, the resident should report missed dosages of medication and medication taken on a PRN basis to the CFH provider (see IDAPA 16.03.19.260.01.a) who should then record it in on an Incident/Accident Report (see IDAPA 16.03.19.270.02.c) and follow-up as necessary.

This paragraph also documents whether the resident wishes to self-administer his/her own medications. Please note that the desire to self-administer medications does not automatically mean that the resident has that capability. The CFH provider should only allow the resident to self-administer if the resident's primary healthcare professional has determined self-administration to be safe; otherwise, the CFH provider should assume responsibility for assisting the resident with medications.

Paragraph 3: Assistance with Medications. This paragraph states the CFH provider’s responsibilities when assisting with medications (see IDAPA 16.03.19.400.02.a-d and 400.04.a-g). The responsibilities include:

- Safeguarding of medications. Per the “Assistance with Medications” course, medications should be kept locked; the term used in current CFH rules is “safeguarded.” For controlled substances, a routine inventory should be conducted and documented. Resident medications should not be intermingled, but kept in distinct containers or areas.
- Ensuring assistance only as directed. See Section 3, Paragraph 1 above. The CFH provider should maintain copies of the medication information sheet from the pharmacy for current medications with the resident’s records.
- Following the “Assistance with Medications” course. This includes the physical acts associated in assisting with medications (but not administration as described in the course, unless the CFH provider has first obtained a waiver from the Department or is operating within his/her scope as a licensed healthcare professional, which licensure is separate from being certified as a CFH provider) and documenting assistance with medications (prescription and over-the-counter, PRN, vitamins, supplements, and other homeopathic remedies as authorized by the primary healthcare professional), missed medications, side effects, adverse reactions, and disposals.

Section 4: Insurance

This section identifies the amount of liability insurance the CFH provider carries on the home (see IDAPA 16.03.19.260.01.f). The dollar amount listed under liability coverage from the current homeowner’s insurance or renter’s insurance policy should be entered in this section. The homeowner’s or renter’s liability coverage may protect the home up to the listed amount in the event the home is found responsible for bodily injury or property damage.

Section 5: Resident’s Personal Funds/Belongings

This section describes how the resident’s personal funds will be handled and plans how his/her personal belongings will be returned if the resident leaves the home.

Paragraph 1: Responsibility for Resident Funds. This paragraph clearly identifies who will be managing the resident’s funds. The choices are (1) the CFH provider or a relative of the CFH provider; (2) the resident him/herself; or (3) some other representative payee or conservator. If the last option, the name and contact information for the representative payee/conservator should be documented.

Paragraph 2: Resident Funds Managed by CFH Provider. This paragraph outlines the CFH provider's responsibilities if managing resident funds, or if a relative of the provider manages the resident's funds (see IDAPA 16.03.19.275.02.a-i for the complete requirements).

Paragraph 3: CFH-Managed Funds when the Resident Leaves the Home or Passes. This paragraph states how the CFH provider, if managing the resident's funds, will handle those funds in the event the resident leaves the home under any circumstances or passes away. From the resident's funds, the CFH provider will only retain CFH charges as described in Section 2, Paragraph 4 of the agreement (unless that paragraph refers to Section 9). The CFH provider will then ensure that all remaining funds follow the resident, and will only use the resident's funds for the resident's expenses until a new payee is appointed (see IDAPA 16.03.19.275.01.b).

If the resident passes away and the home was managing the resident's funds, then the CFH provider will arrange for the return of any remaining funds after taking payment for services as described in Section 2. Per IDAPA 16.03.19.275.02.h, if the resident was private-pay, the CFH provider will convey the resident's remaining funds with a final accounting of those funds to the individual administering the resident's estate within 30 days. Per IDAPA 16.03.19.275.02.i, if the resident was a client of the Department, the CFH provider will convey the resident's remaining funds with a final accounting of those funds to the Department (Medicaid's Third Party Recovery Unit) within 30 days.

Paragraph 4: Arrangement for Return of Resident Belongings. This paragraph describes the arrangement between the parties for return of the resident's possessions if the resident leaves the home or passes away (see IDAPA 16.03.19.260.01.e). It should be noted that if the resident passes away, the coroner may request the resident's medications; the CFH provider should give the coroner the resident's unused medications instead of returning them to the individual administering the resident's estate.

The parties should describe their arrangement for how the resident's possessions will be returned from the CFH provider to the responsible party. This arrangement may include the name of the responsible party, which party will be delivering or picking up the resident's possessions, the timeline for delivery/pick-up, provisions for jointly inventorying the items, etc.

Section 6: Consent

This section identifies who the CFH provider will contact if the resident needs a medical procedure but he/she is unable to make medical decisions. It also serves as a release of information for the CFH provider to give the resident's private health information to other healthcare settings if the resident is in need of those services.

Section 7: Advance Notice of Change

This section defines timelines for giving advance written notice for changes the CFH provider proposes to the resident's charges or termination of the admission agreement by either party. It also describes a process for eviction under certain scenarios.

Paragraph 1: Changes to CFH Charges. This paragraph describes the CFH provider's responsibility to give at least 15 days written notice before changing the amount charged to the resident for CFH services as described in Section 2 of the agreement, including the charge for room, utilities and meals, and the charge for care, if applicable (see the guidance for Section 2 in this document). The notice should be given directly to the resident if he/she does not have an agent as identified in Section 1 of the admission agreement; otherwise, if an agent is identified, the CFH provider should give the written notice to that person.

This paragraph also specifies the number of days advance written notice is agreed to between the parties before any such change to CFH charges is implemented by the CFH provider. The agreement must be at least 15 days written notice, but may be more.

Paragraph 2: Termination of the Admission Agreement by the CFH Provider. This paragraph describes the CFH provider's responsibility to give at least 30 days written notice before terminating the Admission Agreement and discharging the resident. The notice should be given directly to the resident if he/she does not have an agent as identified in Section 1 of the Admission Agreement; otherwise, if an agent is identified, the CFH provider should give the written notice to that person.

This paragraph also specifies the number of days advance written notice is agreed to between the parties before the Admission Agreement is terminated and the resident is discharged if termination is initiated by the CFH provider. The agreement must be at least 30 days written notice, but may be more.

Paragraph 3: Exceptions for an Expedited Termination/Discharge. This paragraph describes certain scenarios under which the CFH provider may provide written notice to

terminate the Admission Agreement and discharge the resident from the home more quickly than process described in Paragraph 2 above. These scenarios include:

- **Nonpayment for CFH services.** If the responsible party fails to pay the CFH provider for services as agreed in Section 2 of the Admission Agreement, the CFH provider may provide written notice to the responsible party 3 days in advance of his/her intention to terminate the Admission Agreement and discharge the resident from the home.

The written notice should detail what charges are owed to the CFH provider in accordance with Section 2 of the Admission Agreement, and advise the responsible party of a 3-day right to make payment on these charges. If, during this 3-day period, the responsible party makes payment on the overdue charges, the CFH provider shall withdraw termination of the Admission Agreement.

The CFH provider must continue to provide services to the resident as established in the Admission Agreement while the resident lives in the CFH provider's home.

- **Violation of the terms of the Admission Agreement.** If the resident violates any of the terms of the Admission Agreement, the CFH provider may provide written notice to the responsible party three (3) days in advance of his/her intention to terminate the Admission Agreement and discharge the resident from the home. In most instances, these terms will be described in Section 9, "Additional Agreements." Examples might include a "no pet" policy or a "no smoking" policy. The CFH provider should collect and retain evidence (such as photographs) proving that the resident has violated the terms of the Admission Agreement.

The written notice should detail in what way(s) the resident violated the terms of the Admission Agreement, and advise the responsible party of a 3-day right to fix the problem. If, during this 3-day period, the responsible party resolves the issue, the CFH provider shall withdraw termination of the Admission Agreement.

The CFH provider must continue to provide services to the resident as established in the Admission Agreement while the resident lives in the CFH provider's home.

- **Unlawful delivery, production, and/or use of a controlled substance by the resident on the premises of the Certified Family Home.** If the resident engages in unlawful delivery, production, and/or use of a controlled substance on the premises of the Certified Family Home, the CFH provider may provide written notice to the responsible party three (3) days in advance of his/her intention to terminate the Admission Agreement and discharge the resident from the home. Under this scenario, the resident or responsible party does not have the right to correct the drug activity, but will have three days to find an alternative placement.

The written notice should detail in what way(s) the resident participated in illegal drug activity on the premises of the Certified Family Home. The CFH provider should collect and retain evidence (such as photographs) proving these allegations.

The CFH provider must continue to provide services to the resident as established in the Admission Agreement while the resident lives in the CFH provider's home.

If the CFH provider issues a 3-day notice to the resident or his/her agent for any of the three scenarios bulleted above, the CFH provider shall immediately inform the Department's local CFH Medical Program Specialist of the action and include a copy of the notice by fax (208-239-6250) or email (CFHCC@dhw.idaho.gov).

Within the 3-day period, the resident or his/her agent has the right to request a review of the CFH provider's intention to terminate the Admission Agreement and discharge the resident if it is believed that the action does not meet any of the three bulleted scenarios above. The request for review must be signed by the resident/guardian/POA and state specifically the reasons that the CFH provider's decision to evict does not meet any of the conditions bulleted above for an expedited termination of the Admission Agreement and discharge from the home.

If the resident does not comply with the notice within the 3-day period, then the CFH provider may request for the Department's local CFH Medical Program Specialist to approve the termination.

In either case (resident's non-compliance with the 3-day notice or the resident/guardian/POA requesting a review of the action) the Department will have up to 12 calendar days to review the termination action. If the 12th day

falls on a non-work day (a weekend or state holiday), the Department will have until the following work day to render its decision. While the Department is conducting its review, the resident is allowed to remain in the Certified Family Home and the CFH provider shall continue to provide services to the resident in accordance with the Admission Agreement, his/her Individual Plan of Service, and IDAPA 16.03.19.

The Department's decision shall be made in writing and a copy provided to both parties. If the Department finds on the part of the CFH provider, the resident will have three (3) calendar days from the date of the Department's decision to find an alternate placement and move from the home (during this time, the CFH provider must continue to provide CFH services to the resident in accordance with the Admission Agreement, his/her Individual Plan of Service, and IDAPA 16.03.19). If the resident/guardian/POA still refuses to comply with the notice, the CFH provider may relay the matter to local law enforcement to enforce the eviction. If the Department finds on the part of the resident, the notice of termination shall be null and void, and the resident may remain in the home and continue to receive CFH services in accordance with the Admission Agreement, his/her Individual Plan of Service, and IDAPA 16.03.19.

Regardless of the expedited termination process described above, either party may initiate the regular termination process described in paragraphs 2 and 4 of Section 7 at any point. The regular termination process may be ongoing while the expedited process is pending; however, if the expedited termination is decided before the regular termination process is concluded, the expedited termination will have precedence. If the expedited termination is reversed through the Department's review decision, that decision shall not affect a concurrent regular termination process.

Paragraph 4: Termination of the Admission Agreement by the Resident/Guardian/POA. This paragraph describes the resident/guardian/POA's responsibility to give at least 30 days written notice before terminating the Admission Agreement. The notice should be given directly to the CFH provider.

This paragraph also specifies the number of days advance written notice is agreed to between the parties before the Admission Agreement is terminated and the resident is discharged if termination is initiated by the resident/guardian/POA. The agreement must be at least 30 days written notice, but may be more.

Nothing shall prohibit the resident from moving from the Certified Family Home without advance written notice; however, the CFH provider may still expect

payment for services described in Section 2 of the agreement, even if the resident is not in the home, for the time period agreed to in this paragraph.

Section 8: Emergency Temporary Placement

This section describes the conditions when a resident must immediately leave the CFH on an emergency basis without prior notice. It also describes the plan the CFH provider will follow in such an emergency.

Paragraph 1: Emergency Conditions. This paragraph describes the conditions under which an emergency temporary placement may be made. This means that the resident is temporarily transferred from the home to a setting where his/her needs may be met when the CFH provider is unable to meet those needs, or when the resident or other people in the home require protection that the CFH provider cannot offer. An emergency temporary placement does not require advance written notice. The conditions for an emergency temporary placement are as follows (see IDAPA 16.03.19.260.02.b, d):

- The resident's mental or physical condition deteriorates to a level requiring evaluation or services that cannot be provided in the CFH; or
- Emergency conditions requiring the resident to transfer out of the home without written notice to protect the resident or other people in the home from harm.

Paragraph 2: Safeguarding Plan. This paragraph explains the steps the CFH provider will take to safeguard the resident against personal harm, injury, or accident if the resident is unable to carry out his/her own self-preservation (see IDAPA 16.03.19.260.01.b). These steps might include contacting emergency medical services and/or law enforcement, notifying the resident's emergency contacts, etc. The CFH provider should always first call 9-1-1 in case of an emergency and take any follow-up action (such as making additional contacts and documenting the incident) once the resident is safe.

Paragraph 3: Option to Terminate the Admission Agreement. This paragraph reiterates the option for either party to initiate termination of the Admission Agreement in accordance with paragraphs 2 and 4 of Section 7 upon an emergency temporary placement.

If the termination option is exercised, the CFH provider should still keep the resident's room and bed available during this 30-day period in case the resident is able to return to the Certified Family Home from a more restrictive

environment and the resident's new placement is not yet available. This does not restrict the CFH provider from recruiting a new resident during the 30-day period, but any new resident should not be admitted into the home in place of the resident in an emergency temporary placement until the 30-day period is completed.

CFH providers should keep in mind Idaho Code 39-3507, which states that the home "shall not admit or retain any resident requiring a level of service or type of service which the Certified Family Home does not have the time or appropriate skills to provide." If the resident will be returning to the Certified Family Home from an emergency temporary placement for any period of time (either the Admission Agreement is ongoing, or the Admission Agreement is being terminated but the 30 days have not yet elapsed), the CFH provider should obtain a written statement from the resident's healthcare professional indicating that the condition which led to the emergency temporary placement is no longer a threat and the resident is safe to return to the Certified Family Home. A resident returning to a Certified Family Home from an emergency temporary placement should be assessed for any additional care needs, and the Admission Agreement and Individual Plan of Service updated to address those needs (if any are identified), so that the CFH provider can give appropriate care to the resident while he/she lives in the Certified Family Home.

Section 9: Additional Agreements

This section describes any additional terms of the Admission Agreement not contained in other sections. Common additional agreements might be a "no pets" or "no smoking" policy. The parties should take care not to include additional agreements that violate any of the requirements of IDAPA 16.03.19, particularly residents rights described in Section 200 of that chapter. While the Admission Agreement is a contract between the parties (to which the Department is not named), the CFH provider is still required by the Department, as a condition of holding a CFH certificate, to meet the minimum standards contained in IDAPA 16.03.19. The Department does not enforce the Admission Agreement, but does enforce the rules governing Certified Family Homes. Additional terms of the Admission Agreement that violate IDAPA 16.03.19 may not necessarily exclude the CFH provider from potential citations or enforcement actions from the Department.

In cases where the resident has a guardian who agrees to the curtailing of specified resident rights in order to protect the resident, the additional terms of the agreement should fully describe the resident's behaviors that place him/her in danger, why the specific resident right is not appropriate for that individual, and include a statement that these issues have been discussed with the resident's guardian and the guardian consents to the described limitations in the best interest of the resident. The parties should seek the least restrictive ways to protect the resident.

Signatures

The signature page identifies when the Admission Agreement goes into effect, the name of the CFH provider and the resident, and the signature and date of the CFH provider and the resident/guardian/POA. It also states that this agreement is continued and ongoing unless terminated in accordance with Section 7. While the Admission Agreement is in effect, the CFH provider will provide care to the resident in accordance with the agreement, the resident's Individual Plan of Service, and IDAPA 16.03.19. This page also reiterates the parties' agreement to comply with applicable rules.

The Admission Agreement is not in effect unless and until the signature page is completed.

Conclusion

An Admission Agreement must be completed at the time a new resident is admitted to a Certified Family Home (see IDAPA 16.03.19.260.01). Use of the Department's updated Admission Agreement will ensure the CFH provider is in compliance with the rules that govern Certified Family Homes and Idaho Landlord Tenant Law.

If there are questions not addressed in this guide, please contact your local CFH Medical Program Specialist for direction.