

ADMISSION AGREEMENT GUIDE FOR RESIDENTIAL FACILITIES

NOTE: THIS IS A GUIDE ONLY AND IS NOT TO BE USED AS AN ADMISSION AGREEMENT.

TO LICENSEE/APPLICANT: All community care facilities are required to have written admission agreement between the facility and each client/resident (or authorized representative) who is received for services pursuant to applicable sections of the California Code of Regulations, Title 22, Division 6. This form has been designed to serve as a sample admission agreement for residential facilities. Please use this sample agreement and applicable regulations to aid you in the development of an agreement which meets the needs of your facility and your clients/residents.

1. FACILITY INFORMATION

NAME OF FACILITY			TYPE OF FACILITY	
ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE

is a residential care facility licensed by the State Department of Social Services. THE FACILITY IS A NON-MEDICAL CARE FACILITY WHICH NORMALLY IS NOT ALLOWED TO PROVIDE MEDICAL OR NURSING CARE.

2. BASIC SERVICES

A. The licensee shall provide the following basic services for:

NAME OF CLIENT/RESIDENT	SOCIAL SECURITY NO. (OPTIONAL)	BIRTHDATE
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1) BASIC GENERAL SERVICES:

- (a) Lodging: single room double room.
- (b) Food Services:
 - a. three nutritious meals daily and between meals nourishment or snack.
 - b. Special diets if prescribed by a doctor.
- (c) Laundry service.
- (d) Cleaning of the client's/resident's room.
- (e) Comfortable and suitable bed including fresh linen weekly or more often, if required.
- (f) Plan, arrange and/or provide for transportation to medical and dental appointments.
- (g) A planned activity program including arrangement for utilization of available community resources.
- (h) Notification to family and other appropriate person/agency of client's resident's needs.

2) BASIC PERSONAL SERVICES:

- (a) Continuous observation, care and supervision, as required.
- (b) Assistance with bathing and personal needs, as required.
- (c) Assistance in meeting necessary medical and dental needs.
- (d) Assistance, as needed, with taking prescribed medications in accordance with physician's instructions unless prohibited by law or regulations.
- (e) Bedside care for minor temporary illnesses.
- (f) Maintenance or supervision of client/resident cash resources or property, if necessary.

B. The monthly rate for basic services is \$ _____ or the SSI/SSP established rate or a government funded rate of \$ _____.

C. Basic services are paid in advance in arrears.

The basic monthly rate, as stated above, does not include additional charges for optional services provided by the facility. There is no obligation to purchase any of these services.

3. OPTIONAL SERVICES

A. The licensee will provide the following optional services

SERVICE	TIME/INTERVALS FOR PROVIDING SERVICE	RATE FOR PROVIDING SERVICES	PAY SCHEDULE
(1)			
(2)			
(3)			
(4)			
(5)			

B. Total monthly rate for optional services is \$ _____.

C. Optional services are paid in advance in arrears.

4. TOTAL MONTHLY RATE (BASIC & OPTIONAL SERVICES) is \$ _____.

5. EVICTION PROCEDURES: ADULT RESIDENTIAL CARE FACILITY

- A. The licensee/administrator of the facility may, upon thirty (30) days written notice to the client/resident, evict the client/resident for one or more of the following reasons:
 - 1) Nonpayment of the rate for basic services within ten days of the due date;
 - 2) Failure of the client/resident to comply with state or local law after receiving written notice of the alleged violation;
 - 3) Failure of the client/resident to comply with the following written general policies of the facility which are for the purpose of making it possible for clients/residents to live together.

- 4) Inability of the licensee to meet the client's/resident's needs. Based upon a reassessment of the client's/resident's needs, conducted pursuant to applicable regulations, the licensee/administrator of the facility and the person who performs the assessment determine that the facility is not appropriate for the client/resident and the client/resident has been given the opportunity to relocate.
- 5) Change of use of the facility.

- B. The licensee/administrator of the facility may, upon obtaining prior and/or documented telephone approval from the licensing agency, evict the client/resident upon three (3) days written notice to quit. The licensing agency may grant approval for the eviction upon a finding of good cause. Good cause exists if the client/resident is engaging in behavior which is a threat to the mental and/or physical health or safety of himself/herself or to others in the facility.

- C. The licensee/administrator of the facility shall, in addition to either serving thirty (30) days notice or seeking approval from the Department and serving three (3) days notice on the client/resident, notify or mail a copy of the notice to quit to the client's/resident's authorized representative, if any. Additionally, a written report of any eviction shall be sent to the licensing agency within five (5) days. The licensee/administrator of the facility shall set forth in the notice to quit the reasons relied upon for the eviction with specific facts to permit determination of the date, place, witnesses, and circumstances.

6. FACILITY VISITING POLICY:

The visiting policy for this facility is _____

7. DISCHARGE/REMOVAL - GROUP HOMES: The licensee/administrator is responsible for policies and procedures for the child's discharge when he/she reaches age 18; after needs and services plan goals have been reached; when the needs and services plan has proven to be ineffective; when it has been determined that the child's continued placement in the facility is detrimental to the child or other children in the facility; or under other emergency circumstances when removed by an authorized representative.

8. NOTICE OF RATE CHANGE: If rates are increased, the client/resident or authorized representative will be given at least 30 days written notice of the change. However, clients/residents whose care is funded at rates prescribed by government funded programs may have the basic rate change effective on the operative date of any rate change made in that program without notice.

9. MONTHLY RATE: The total monthly rate set forth in the admission agreement will be prorated on a daily basis upon the client's/resident's admission to or departure from the facility during the month.

10. REFUND POLICY: Refund policy for this facility is _____

11. If client/resident leave the facility temporarily, the holding rate for his/her room is the same as Item 2 or _____ per day.

12. The licensee will not be responsible for any cash resources, valuables or personal property brought into the facility unless these items are delivered to the licensee/administrator for safeguarding.

13. _____ will:
NAME OF CLIENT/RESIDENT OR AUTHORIZED REPRESENTATIVE

- A. Pay the basic monthly rate in advance in arrears.
- B. Will will not purchase the above listed optional services.
- C. Cooperate with the general policies of the facility that make it possible for clients/residents to live together.
- D. Not bring medications, special foods, or beverages into the facility without the knowledge of the administrator.
- E. Not be destructive of the property of the facility or other clients/residents.
- F. Provide two weeks notice of intent to move from the facility unless the client's/resident's physical condition prevents this being done.

14. California Code of Regulations Section 80068(b)(6) - addresses the admission agreement requirement. The right of the licensing agency to perform the inspection duties is contained in Section 80044(a)(b)(c) and (d).

15. The client's/resident's funding source* is private source SSI/SSP established rate government funded.
(Response is optional).

16. The signature of the "Client/Resident or Authorized Representative: below indicates that he/she has read, or had read and explained to him/her, the provisions of this agreement voluntarily.

17. PARTIES TO THIS AGREEMENT.

CLIENT/RESIDENT	DATE
LICENSEE/ADMINISTRATOR	DATE
AUTHORIZED REPRESENTATIVE	DATE

*Admission agreements and any attachments shall be completed and signed in duplicate. Date client/resident was discharged _____

*One copy to be retained by the residential facility.

*One copy to be given to the resident or resident's responsible person.