

Admission Agreement
LBJ Residential Home

Admission Agreement on behalf of _____
(resident name) UCI#

and _____
(Facility) (Administrator)

Basic services will be provided in accordance with Title 22 Division 6, CCR, and are defined as those services required to be provided by the licensee in order to obtain and maintain a community care facility license. Basic services are established by the State of California. Basic Services include:

Basic General Services

Lodging: [] Single Room [] Double Room

- Food Services: Three nutritious meals daily and between meals nourishment or snack. Special diets if prescribed by a doctor.
- Laundry Services
- Cleaning of the resident rooms.
- Comfortable and suitable bed including fresh linen weekly or more often if required.
- Plan and arrangement for transportation to medical and dental appointment's
- Planned activity program including arrangement for utilization of available community resources.
- Notification to family and other appropriate person or Regional Center regarding resident needs.

Basic Personal Services:

- Continuous observation, care and supervision as required.
- Assistance with bathing and personal needs as required.
- Assistance in meeting necessary medical and dental needs.
- Assistance as needed with taking prescribed medications in accordance with physicians instructions unless prohibited by law or regulations.
- Bedside care for temporary illness.
- Maintenance of supervision of cash resources or property if necessary.

Payment for basic services will be made as follows:

The basic service rate is paid by Regional Center at Level 4 and is paid by Regional Center. Regional Center pays in arrears, in the month following provision of services, if the billing is received by the fifth (5th) day of the month following the month in which services are provided.

Supplemental training and services will be provided by the residential service provider in accordance with Title 17, CCR, Part III Chapter 3, Subchapter 4 and the Individual Program Plan (IPP).

The supplemental rate for training and other services is that rate established by the Department of Developmental Services at least annually, and reflected in the Region Center Authorization to Purchase Services.

Advance payment or care will be refunded on a prorated, daily basis by the licensee to the resident or representative payee commencing on the date the resident moves from the facility.

Regional Center may terminate this Agreement in accordance with Title 17, CCR, 56033 (e) & 56057 (e).

The resident has been informed of the general facility policies which are for the purpose of making it possible for residents to live together without infringing upon the personal rights of other residents.

The resident has been informed of the facility grievance procedure.

An agreement has been reached on handling resident cash resources as follows:

- Resident will handle his/her own Personal and Incidental allowance.
- Resident will handle his/her own earned income
- Licensee /Administrator will safeguard resident cash resources in accordance with Title 22, CCR, Section 80028

Eviction

The procedure for eviction includes the following:

A written 30 day notice served to the consumer stating the reasons for eviction.

A copy of the notice will be sent to the consumer's Regional Center service coordinator as well as to Community Care Licensing office and to the authorized representative.

The facility may give a 3 day notice after written approval from Licensing, if the consumer's behavior threatens the health or safety of anyone in the facility.

Administration understands the eviction is a last resort. Every effort will be made to avoid an eviction. The administrator will contact all responsible parties prior to initiating any eviction procedures to determine if an alternative to eviction can occur. In such situations the administrator will contact relatives, Regional Center Case manager, and any advocate or conservator of record.

Facility statement regarding grounds to eviction/relocation

The licensee with 30 days notice may evict a resident for one or more of the following reasons:

Failure of resident to comply with state or local law

Failure of resident to comply with facility policies and guidelines

Dismissal/relocation will take place in the event:

The resident after admission requires relocation because the facility cannot meet the needs of the resident and that is confirmed by a reappraisal.

The facility is no longer a licensed residential care facility

House Rules

The facility strives for residents to feel at home. Like any home there are rules that all residents follow to maintain safety and security for all residents. LBJ Residential Home understands that often time disruptive or aberrant behavior that could result in eviction are target behaviors being addressed in the consumer's IPP. All staff are required to maintain knowledge of the consumers IPP and help the consumer achieve success by reducing and eliminating behaviors that violate house rules.

Each consumer will be asked to read the rules. First rule violation will incur a verbal warning. Repeated violations will incur written warning and will be documented in the client file. If the consumer continues to violate the rules despite repeated warning the consumer will be asked to leave the facility.

House Rules

1. LBJ Residential Home is a non-smoking facility. Smoking is allowed outside the premise on the patio.
2. Residents are encouraged and requested to keep their room clean and orderly.
3. Sanitary conditions are of the highest priority: residents are requested to keep sanitary conditions: to always wash hands with soap and water after using the rest room, and each time before using the kitchen and before meals.
4. Clients have complete and free access to use of the telephone at any time.
5. People will resolve arguments or deal with anger towards staff or peers by communicating the problem directly with the other party involved, or request assistance from a staff person. Physically aggressive behavior toward staff or peers is not allowed, and may be grounds for eviction.
6. All people will treat each other with dignity and respect. Harassment, sexual or otherwise, toward staff or peers is not allowed, and may be grounds for eviction.
7. All residents will protect the privacy and personal property of all residents.
8. Alcohol and drugs are not permitted within the facility.
9. Each person agrees to follow all written doctor orders and take medication as prescribed by their doctor. While it is a person's right to refuse to take medication, if a person chooses not to follow doctor orders/take prescribed medications, the provider will need to notify the doctor and Regional Center, and arrange a meeting to

resolve this issue and assess the risk, to determine whether or not the provider can continue to provide support and meet the person's health and safety needs

10. Cooking is only allowed in the kitchen, or outside on the BBQ.

The licensee understands that this agreement is contingent upon sufficient funding by the Department of Developmental Services and that **Regional Center** is prohibited by law from purchasing or providing services in excess of the purchase of services budget as determined by its contract with DDS and applicable law (W&I Code Sections 4621 &4633)

This agreement is effective _____
Date

This will acknowledge that we have discussed the above and voluntarily enter into this agreement which supersedes and previous agreement:

Resident _____

Authorized Resident Representative _____:

- () Parent
- () Guardian
- () Conservator

Address Date

Facility Administrator Date

I certify that no objection has been made to admission of the client to this facility

Regional Center Representative Signature Date

End of Admission Agreement

Refund Policy

Refund Agreement on behalf of _____
resident name UCI#

and LBJ Residential Home _____
Administrator

This is an addendum to the admission agreement. Per 87568 (d), this addendum shall be considered valid provided it is signed and dated by client/responsible person and facility representative.

The licensee will ensure that the resident and responsible party understands the facility refund policy. Refund monies apply only to SSI/SSP funds. **Refund does not apply to Regional Center Supplemental funding.**

Voluntary Relocation:

In the event that client, for no medical reason, decides to leave the facility, a 30 day written notice to vacate shall be issued to facility and no refund shall be effected until 30 days have elapsed. Full fee amounts shall be continued as due and prorated refunds will be issued to client within 10 days of termination of contract.

Involuntary Relocation:

If relocation is required (e.g. hospital, skilled nursing facility etc.) or ordered (87701.1(a) the resident shall not be held responsible for meeting any advance notice requirement. Licensee will refund money on a pro-rated basis if the resident permanently leaves the facility due to required/ordered relocation or death of resident. If client does not return to facility, a prorated refund will be due when clients personal belongings are removed from the facility. Refund will be issued within 10 days of that date.

Temporary relocation:

Licensee can require a rate to hold the room/bed if the resident leaves the facility temporarily.

End of Refund Policy