

DD Licensed Adult Foster Home- Medicaid Pay Individual  
**Consumer Residency Agreement**  
**Notification of Provider Polices and Standards in a Residential Service Setting**

**Agreement.** This Residential Agreement is entered into between \_\_\_\_\_ (the Individual Resident\* name) or \_\_\_\_\_ (Individual's legal representative on behalf of \_\_\_\_\_ (Individual Resident name)) and \_\_\_\_\_ (Foster Care Provider/Facility) located at \_\_\_\_\_ (physical address of facility).

You have chosen to rent a:

Single Occupancy Room

Shared Occupancy Room

for Individual Resident's personal use on a month-to-month tenancy beginning on \_\_\_\_\_.

**Payment.** You agree to pay monthly your contribution of Room and Board ( the amount determined by the Department and communicated through official Department Policy Transmittal currently: \_\_\_\_\_) and Service payment (if applicable) in the amount determined by the Department (identified in writing via a Department issued document), no later than the \_\_\_\_\_ of each month. Payment shall be made payable to the Foster Care Provider/Facility.

**Damages.** You will not be held responsible for any damages considered normal wear and tear.. You will not be held responsible for damages beyond normal wear and tear without ISP team approval. Your ISP team may require implementation of a positive behavior support plan prior to discussing damages.

**Living Accommodations.** You are invited to bring your own bed, linens and furniture for furnishing your personal bedroom as you choose. For your safety, and to ensure the licensed home remains in compliance with all regulatory requirements, you agree to request and obtain written approval prior to moving furniture into your room. You may choose to use some or all of the accommodations provided by the Foster Care Provider/Facility which includes:

- Bed (mattress and box springs)
- Bedding (linens (fitted, flat, pillowcase)
- Mattress pad
- Pillow
- Blankets (as needed for your comfort)
- Private dresser
- Closet space

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**Décor.** You are invited to decorate your personal bedroom in accordance with your personal tastes. For your safety, preservation of the facility, and to ensure the Foster Care Provider/Facility remains in compliance with regulatory requirements, you agree to request and obtain written permission prior to hanging pictures or items on walls, installation of items in the room, painting, or any other surface or structural modification to the bedroom.

**Locks.** If there is a lock on your bedroom door, the lock must be installed by the provider in accordance with the licensing standards for the facility type. You may elect to not use the locking feature, however, you agree to not remove, change, or re-key the lock. You agree to not give the keys to persons other than your legal representative and to not make duplicate keys. Lost or stolen keys should be immediately reported to the Foster Care Provider or facility staff. For safety reasons, providers must keep a copy of bedroom keys.

**Storage.** Storage space for your belongings is limited to the room you have chosen to rent. The Foster Care Provider/Facility reserves the right to limit the extent of your on-site belongings for safety. The Foster Care Provider/Facility will work with you to ensure your preferences are honored while maintaining compliance with all regulatory requirements.

**Basic Care and Services.** Your basic care and services include those care needs and services identified by your individualized needs assessment conducted by your case manager.

**Voluntary Move.** The Foster Care Provider/Facility will support your desire to move to another care setting.

**Involuntary Move.** You may be required to move out of the Foster Care Home/Facility for specific reasons, as stated in Oregon Administrative Rule OAR 411-360-0190(8)(a); 411-360-0190(11)(a); and 411-360-0190(12)(a), which include:

- Closure of the Foster Care Home/Facility (including suspension, revocation, non-renewal, or voluntary surrender of license)
- Nonpayment
- Unable to meet evacuation standards
- Your welfare, or the welfare of other tenants:
  - Behavior that poses an imminent danger to self of others
  - Behavior or actions that repeatedly and substantially interferes with the rights, health or safety of others
  - Use of illegal drugs or a criminal act that places others at risk of harm
- Medical reasons: Complex, unstable or unpredictable condition that exceeds the level of care and services the facility provides

**Involuntary Move cont.**

- The Foster Care Provider/Facility was not notified or learns that the Individual Resident is on probation, parole, or post-prison supervision after conviction of a sex crime defined in ORS 181.805

**Notice of Involuntary Move.** The Foster Care Provider/Facility will issue at least 30 days of written notice prior to an involuntary move. The Foster Care Provider/Facility's written notice will be provided to the Individual Resident, the Individual Resident's legal representative (if applicable), the Individual Resident's assigned case manager and the Department by the Foster Care Provider/Facility.

Less than 30 days' written notice may be issued only in the following circumstances:

- If undue delay in moving would jeopardize the health, safety or well-being of a Resident, including:
  - A medical emergency/condition that requires the immediate care of a level or type that Foster Care Provider/Facility is unable to provide; or
  - Behavior that poses immediate danger to the resident or others.
- The Foster Care Provider/Facility was not notified or learns that the Individual Resident is on probation, parole, or post-prison supervision after conviction of a sex crime defined in ORS 181.805.

**Your Rights in an Involuntary Move.** You have the right to receive at least 30 calendar days of notice except for the circumstances described above. If you do not want to move, you have the right to appeal the notice of exit. You may contact your case manager or the Department to request an administrative hearing. If you have questions about your right to disagree with the involuntary move-out notice, you may contact the Oregon Long-Term Care Ombudsman at 1-800-522-2602, or 3855 Wolverine Street NE, Suite 6, Salem, Oregon 97305, or by email to [info@LTCO.state.or.us](mailto:info@LTCO.state.or.us).

**Refunds.** The Foster Care Provider/Facility will issue applicable refunds no later than 30 days following your last day in the care home. The Foster Care Provider/Facility may not retain payment for services beyond your last day in the home. If your contribution includes payment for room and board, your room and board contribution is refundable and may be pro-rated based on length of stay during the applicable month.

**Disclosures.** The following policies apply to all occupants, staff, and visitors:

**Medicaid Enrollment Status.** The Foster Care Provider must be an enrolled Medicaid provider.

**Smoking. The foster care home is a:**

Non-smoking facility. Smoking (including the use of vape products) is not allowed in or on the premises.

Smoking facility. Smoking is permitted in designated areas outside the physical structure of the home.

**Legal Medical Marijuana and Recreational Cannabis. The foster care home is a:**

Marijuana/Cannabis-Free facility. The possession and/or use of Marijuana/Cannabis in or on the grounds of the facility is prohibited.

Marijuana/Cannabis permitted facility. The possession and/or use Marijuana/Cannabis is not prohibited by the facility. The Foster Care Provider/Facility and the Individual Resident must adhere to all applicable ORS (Oregon Revised Statutes), OAR (Oregon Administrative Rules), and Federal law related to the use and storage of Marijuana/Cannabis in or on the grounds of the facility.

**Alcohol. The foster care home is a:**

No alcohol facility. Possession and/or consumption of alcohol products is or on the grounds of the facility is prohibited.

Alcohol permitted facility. Consumption of alcohol is permitted in this facility under the following conditions (**Foster Care provider/Facility to identify conditions, locations and limitations here**) :

**Weapons. The foster care home is a:**

Weapon-free facility. Possession of/and or use of weapons of any kind in or on the grounds of the facility is prohibited.

Weapon permitted facility. Possession of weapons is permitted in this facility under the following conditions: **Foster Care provider/Facility to identify conditions, locations and limitations here**) :

**Visitors.** Visitors may not sleep overnight without notification to the Foster Care Provider/Facility. Visitors shall not sleep in the common areas of the home nor sleep in other Resident's beds. The Foster Care Provider/Facility is not responsible for providing food or sleeping accommodations for guests of the Individual Resident.

You are responsible to inform the Foster Care Provider/Facility of the presence of your visitor(s) or adhere to the following visitor check in policy (**Foster Care Provider/Facility to identify the facilities check-in procedure here**):

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Specific visitors that **present an active health and safety risk to persons present** in the household may be asked to leave the premises. Provider reserves the right to notify police/911 in the event that an individual (s) who present a risk refuse to leave the premises.

**Pets.** Pets  are  are not allowed. An accommodation may be requested for an assistance animal according to the Americans with Disabilities Act and the Fair Housing Act. Evidence of current animal vaccinations, as required by law, must be provided to the Foster Care Provider/Facility.

**House Rules.** House Rules may be present in your home. House Rules are voluntary and are intended to identify ways you and your housemates may live respectfully with each other. The *Foster Care Provider is responsible to help residents create House Rules.* The rules may change based on who lives in the home and by request of residents in the home. House Rules cannot infringe on individual rights or freedoms or violate any applicable rule, statute or the Resident Bill of Rights.

### **Resident Home and Community-Based Freedoms and Protections.**

You have freedoms and protections guaranteed to you as part of the Home and Community-Based Services (HCBS) rules (OAR 411-004). There may be times when, due to health and safety risks, a freedom or protection may be limited. A limitation to any of these freedoms and protections will always be based on a specific assessed need and will not be implemented without you or your legal representative's informed consent.

You have a right to exercise your Resident Freedom and Protections, however, you cannot infringe on the privacy and rights of others, and you should be respectful to others living in the home.

**RESIDENT'S BILL OF RIGHTS.** The licensee, the licensee's family, and employees of the home must not violate a Resident's rights and are expected to help the Residents exercise them. The Residents' Bill of Rights provided by the Department must be explained and a copy given to each resident at the time of admission.

\_\_\_\_\_ (Individual Initials) I, the Individual Resident, have been provided the opportunity to review the policies regarding Residents' Bill of Rights and have been given a copy of the current policies on Residents' Bill of Right

**Other Provider Specific Information:** (Cannot conflict with ODDS OAR 411-004 (HCBS) and 411-360 (AFH Rules):

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DISCLAIMER: This residency is not subject to the Oregon Residential Landlord Tenant Act. ORS 90.113.

Name of Facility:

Name of Licensee:

Mailing address:

Phone number:

Licensee's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Individual: \_\_\_\_\_ Date: \_\_\_\_\_

Signature Guardian or Representative: \_\_\_\_\_ Date: \_\_\_\_\_

*Foster Providers are required to document that they have explained this document to all individuals they serve regardless of guardianship status or communication methods. All guardianships in Oregon are limited orders and the Adult Foster OARs afford each individual to be informed of their rights and the conditions of their residency. The individuals' signature does not represent their entering into a legal agreement but a recognition that they have been informed of each of these components. If an individual is unable or declines to sign to this effect, it should be documented here:*