**PARTIES TO AGREEMENT.**

1. Aspen Homecare LLC, an Oregon Limited liability company.
2. “Resident” is the individual who will reside at the adult foster home (AFH) where the Licensee provides services.
3. “Resident Representative” is the person who has the authority to act for the Resident designated by the court or other legal agreement. If you have been appointed as the Resident’s legal representative, you must provide a copy of the Guardianship/POA document to the Facility on day of admission.

**PAYMENT.** You or the Resident’s representative agree to pay the Facility your monthly payment for room, board, and services in the Resident’s care plan. That amount is dependent on the level of care agreed upon the day of admission and can be found in Exhibit A. Payable the **1st of the month**. Payment must be made no later than the 5th of the month. A **late fee of $100** may be applied if past the 5th of the month. Payment shall be made payable to the Aspen Homecare LLC named above according to the terms of this Contract. If the Resident is admitting on the first day of the month, the charge for the entire month is due on the day of admission. If the date of admission is on or after the 15th of the month, payment will be prorated for partial month occupancy. The monthly payment will pay for room, board, and services as identified in this Contract. However, additional costs may be incurred during the time of stay, please see Exhibit A. Basic services does not include Hospice or Palliative Services, and additional fees are charged for those services, as outlined in Exhibit A.

If the bank does not clear your check or your Visa, American Express, or Mastercard is declined, you will incur a $25 charge. You must immediately send a cashier’s check or certified check for the amount due, including any late fees if applicable, to the Facility. Postdated checks will not be accepted. If you fail to pay as agreed, the Facility may obtain a lien for long term care against the Resident’s real property for unpaid charges.

**RESIDENT’S FINANCIAL MANAGEMENT**

The resident or the Resident’s representative will be responsible for resident’s invoices, finances, payments, and accounting. The Facility and staff will not pay bills or make purchases on behalf of the resident.

**CHARGES NOT INCLUDED IN EXHIBIT A**

Resident or Resident’s representative is responsible for paying for resident’s, such as but not limited to medical expenses/medications, personal cellular or phone bill, international phone calls, television streaming services, any kind of personal subscriptions, meal/drink alternatives, or retail purchases. You are responsible for purchase of nutritional drinks, incontinent supplies, diabetic supplies/medications, ostomy supplies, and wound care supplies. You are responsible for the purchase of hospice supplies or any durable medical equipment.

**CONDITIONS WHERE RATES MAY BE CHANGED**. The Facility may not modify the rates in the Fee Schedule without first providing a written 30-day notice to you. However, if the rates changes are because of your increased care or additional services provided for in the Fee Schedule, then the Facility is not required to give a 30-day written notice and can apply the rate change immediately.

**PERSONAL LIABILITY OF LEGAL REPRESENTATIVE.** If the legal representative of the Resident manages or has access to the Resident’s bank accounts, funds, assets, or property and the legal representative withholds or does not turn over money to the Resident or the Licensee/Facility to pay for the monthly dues of the Resident living in this adult foster home, the Resident’s representative is personally obligated to pay the Facility from his or her own personal assets or properties in the an amount equal to the amount which would have been paid by the Resident to the Facility.

**DAMAGES.** You will be held responsible for any property damages beyond the normal wear and tear such as but not limited to: broken blinds, broken windows, holes in the walls, broken light fixtures. This will be invoiced to your monthly bill and must be paid by the date your monthly bill is due.

**ATTORNEY FEES AND COSTS.** The Resident will pay all costs and reasonable attorney fees, whether a suit is brought, in the collection of all payments and fees owed by the Resident to the Facility.

**UNLAWFUL ACTIVITIES.** You agree not to engage in or allow illegal activities of any kind anywhere on the care home premises. Suspected illegal activities will be reported to law enforcement.

**REFUNDS.** Facility will issue applicable refunds no later than 30 days following your last day in the care home. The Facility may not retain payment for services beyond your last day in the home. If your monthly payment includes room and board, and you move out mid-month, the room & board refund payment will be prorated based on length of stay during the applicable month.

**411-050-0710 REFUNDS**

1) If the Resident passes away, the Facility may not retain or require payment for more than 15 calendar days after the date of the resident’s death, or the time specified in the Facility’s agreement, whichever is less.

2) If a resident leaves the AFH for medical reasons and the Resident or the representative indicates the resident’s intent not to return, the Facility may not retain more than 15 calendar days after the date the Facility or administrator receives notification from the resident or resident representative, or the time specified in the Facility’s agreement, whichever less.

3) If private pay Resident transfers to another facility (hospital/rehab) or home but wishes the Facility to hold his/her room, the Resident must continue to pay the same monthly dues.

**LIVING ACCOMODATIONS.** You are invited to bring your own bed, linens, and furniture for your personal use in your bedroom. For your safety, and to ensure Facility remains in compliance with all regulatory requirements, you agree to request and obtain Facility approval prior to moving furniture into your room. You agree all exit ways must remain clear of obstacles that may interfere with evacuation. You may choose to use some or all the accommodations provided by Facility which includes:

* Bed (mattress and box/platform bed)
* Bedding (fitted sheet, flat sheet, and a pillowcase)
* Pillow
* Mattress pad
* Dresser
* Closet space

**DÉCOR.** You are invited to decorate your bedroom in accordance with your personal tastes. For your safety, preservation of the facility, and to ensure the Facility remains in compliance with regulatory requirements, you agree to request and obtain 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.** A lock on your bedroom door is a regulatory requirement and you may choose not to use the locking feature. You will be provided with one key. You agree to not remove, modify or rekey the lock. You agree to not give the key to any person other than your representative, if named above. Lost or stolen keys should be immediately reported to the facility staff. Additional or replacement keys will be provided as needed for the cost of replacement as evidenced by the receipt. Only facility staff will have keys to your room.

**STORAGE.** Storage space for your belongings is limited to the room/closet you have chosen to rent. The Facility will work with you to ensure your preferences are honored while maintaining compliance with all regulatory requirements. Each bedroom will have a separate, private dresser and closet space sufficient for your clothing and personal effects, including hygiene and grooming supplies. A private, secure storage space can be provided to keep and use for reasonable amounts of personal belongings.

**STORAGE FEE AFTER DEPARTURE.** A daily storage fee of **$30.00** per day, will take effect on the 16th day following your departure from the facility. After **30 days**, any unclaimed property will be donated to a charity closest to the Facility.

**TRANSPORTATION.** Resident or their legal representative is responsible to arrange for appropriate transportation for appointment. You are responsible for the cost of any transportation fees. See Exhibit A if you choose to have Facility escort and transport Resident to and from appointment. Facility reserves the right to accept or deny escort/transport based on staff availability.

**MEALS.** The Facility’s meal schedule is: Breakfast 8:00 am; Lunch 12:00 pm; Dinner 6:00 pm. (The morning mealtime must be no more than 14 hours following the evening mealtime.) Nutritious snacks and liquids will be available for you to access at other times. You are encouraged to participate in meal planning to assist the Facility support your preferences. If you miss a scheduled mealtime, a replacement for the last meal missed will be available to you.

**VOLUNTARY MOVE.** If the resident moves or intends to move out of this facility for any reason, a **30-day notice** is required. If Resident fails to provide the required 30-day written notice, Resident or Resident’s representative will be financially responsible for payment of the full monthly service fee for the 30-day period following the date notice is provided. This facility will cooperate with the potential provider's screening and assessment activities as directed by the resident or the resident' representative and submit copies of information from the resident's record to the resident's new place of residence at the time of move. The Facility will obtain prior authorization from the resident or the resident's representative as applicable, before the resident will voluntarily:

1. Move from one bedroom to another in this facility
2. Transfer from this facility to another adult foster home that has a license issued to the same person
3. Move to any other location

**INVOLUNTARY MOVE.** You may be required to move to another room, or move out of the Facility for specific reasons, as stated in Oregon Administrative Rule OAR 411-050-0645 (11), which includes:

* Closure of the Facility (including suspension, revocation, non-renewal or voluntary surrender of license).
* Nonpayment of monthly dues.
* Unable to meet evacuation standards
* Your welfare, or the welfare of other residents:
	+ Behavior that poses imminent danger to self or 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 you or others at risk of harm.
* Violation of the home’s written policies pertaining to recreational or medical marijuana or violation of the Oregon Medical Marijuana Act, ORS 475.300 to 475.346.
* Medical reasons: Complex, unstable or unpredictable conditions that exceed the level of care and services the facility provides.
* The Facility was not notified that the resident is on probation, parole, or post-prison supervision after conviction of a sex crime defined in ORS 181.805.
* When a current, private pay resident becomes eligible for Medicaid services and Facility is not an enrolled Medicaid provider.

**NOTICE OF INVOLUNTARY MOVE.** You may be required to move out of the Facility for specific reasons, as stated in Oregon Administrative Rule, OAR 411-050-0645 (11) and (13).

* 30-Day Notice. The Facility will issue at least 30 days of written notice prior to an involuntary move. The notice will be delivered in person to you, or by registered or certified mail to your representative, if applicable. A copy of the notice will be provided to the local licensing authority and may also be submitted to the Oregon Long-Term Care Ombudsman on your behalf.
* **Less than 30-Day Notice.** 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 tenant, including:
		- a medical emergency that requires the immediate care of a level or type that Facility is unable to provide; or
		- behavior that poses an immediate danger to the resident or others.
* If you are hospitalized or temporarily out of the Facility and the Facility determines they are no longer able to meet your needs; or
* The Facility was not notified that the 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 have questions, or if you do not want to move, you may contact your case manager or the Local Licensing Authority to request a conference and/or an administrative hearing. If you have questions about your right to disagree with the involuntary move-out notice, you may also contact the Oregon Long-Term Ombudsman at 1-800-522-2602, 3855 Wolverine Street NE, Suite 6, Salem, Oregon 97305 or by email LTCOInfo@oregon.gov.

**EMERGENCY TRANSFER.** The Facility will arrange for prompt transfer of the Resident to the hospital under healthcare provider’s orders or in the case of an emergency. Expenses for the transfer and the care of the hospital is not the responsibility of the Facility.

**EMERGENCY CARE.** If urgent care is required, and staff is unable to reach the Resident’s personal healthcare provider, the resident hereby gives permission for the Facility to retain a healthcare provider for the Resident. The healthcare provider will bill the Resident directly. The facility will not be responsible for payment of these services.

**HOUSE POLICIES.** The following policies are just a few which apply to all occupants of the home, staff, and visitors. The full list of House Policies will be provided to the resident or their representative prior to admission:

Pets:

Pets are NOT allowed on premises.

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 Facility prior to entry of animal to the premises. Costs associated with animals, and care of animal is the responsibility of the animal owner.

Tobacco and Smoking.

This is a non-tobacco and NON-SMOKING facility. Chewing tobacco and smoking (including the use of vape products) are NOT allowed in or on the premises.

Legal Medical Marijuana and Recreational Cannabis.

This is a marijuana-free and cannabis-free facility. The possession and/or use of marijuana or cannabis in or on the grounds of the facility is prohibited. Violation of this policy is grounds for involuntary move-out.

Alcohol.

Alcohol is permitted.

Those who choose to drink alcohol are expected to drink responsibly. The facility will not provide or offer alcohol to residents, visitors, or staff. Resident, their visitors, and staff are responsible for the purchase of alcohol, their decision to drink, and consequences thereof.

Environment

Residents, visitors, and staff must be mindful of the volume they set on the television, phone, tablet, laptop, radio, etc. Bluetooth headphones will be recommended if the volume is disruptive to other residents or if it impedes the staff from keeping residents safe.

**ROOM MONITORING DEVICES.** Staff may use an intercom or other type of audio monitoring device to be alerted to any emergency and potential night needs. You have the right to your privacy, and if you agree to the use of a monitoring device, you may choose to turn it off, or request it be turned off, at any time.

☐ **I do NOT agree** to the use of any room monitoring device in my bedroom or bathroom.

☐ **I agree** to the use of an audible room monitoring device in my bedroom. I understand that I have the right to turn the device off, or request it to be turned off, at any time.

**VISITORS.** You may have visitors of your choosing at any time. Please be mindful of other residents in the home, typical sleeping hours is between 8pm to 8am. Visitors may not stay in the care home for more than 24 hours without approval from the Facility. Visitors shall not sleep in the common areas of the home nor sleep in another resident’s bed. Specific visitors that present an active health and safety risk to persons present in the household will be asked to leave the premises. The Facility is not responsible for providing food or sleeping accommodations for guests of the Resident. You are responsible to:

 ☐ Inform the Facility of the presence of your visitor(s)

[x]  Adhere to the following visitor check-in policy: All visitors must write their full legal name, date of visit, and time of visit in the Visitor’s Check-In Binder.

**PHOTO CONSENT AND RELEASE.** The Facility may take photograph of the Resident for:

1. Resident medical record file, which is kept at the AFH the resident resides in
2. Personal medication bin
3. Photo may be shared with resident’s healthcare provider through a secured patient portal if requested by the Resident.

Facility will not use photos of Resident for marketing purposes or published online. By consenting to the photography, the Resident understands that there will be no compensation for photograph taken or released.

☐ **I do NOT agree** to have any photographs taken or released by Facility.

☐ **I agree** to have photographs taken and/or released by the Facility. I understand that I have the right to revoke the photo consent and request photo be taken off the medical file/medication bin at any time.

**ADVANCED DIRECTIVES.** Resident’s Advanced Directives and POLSTS will be honored in this AFH. You or your legal representative must provide CPR status and POLST form which reflects the Resident’s wishes.

**DISCLOSURES.** Facility is NOT an enrolled Medicaid Provider.

**DISCLAIMERS.**

* This Contract is not subject to the Oregon Residential Landlord Tenant laws. Act. (ORS 90.113). However, it is substantially equivalent to it.
* This Contract is a sample form that is provided by the Department of Human Services as a courtesy. This form does not constitute legal advice or a suggested legal strategy and may not be applicable to every situation. Please consult with your legal representative regarding the terms contained in this form.

**RESIDENT’S BILL OF RIGHTS**. The licensee, the licensee's family, and employees of the home will not violate these rights and will help all residents to exercise them. The Residents Bill of Rights is attached, has been explained, and by reference is part of this Contract.

**HCBS RIGHTS.** You have additional freedoms, protections, and the rights guaranteed to you as part of the Home and Community-Based Services (HCBS) rules, Oregon Administrative Rule 411-004. There may be times when, **to protect your safety or others’ health and safety, we may propose reasonable limits in the areas described below.** A limitation will not begin without you or your legal representative’s consent.

**YOUR HCBS RIGHTS INCLUDE:**

* Lockable bedroom door for privacy, ability to furnish and decorate your space, and have visitors of your choosing as noted in the **Locks, Living Accommodations, Décor, Storage,** and **Visitor** sections above.
* The right to access food/drinks at any time.
* The right to choose your roommate. If you share a room, you will be offered a choice of roommate prior to final selection of the roommate. However, you may not refuse roommates simply to have a private room. Refusing roommates to obtain a private room may result in additional charges not to exceed the current Medicaid room and board standard. You will receive at least a 30-day notice before any additional charges are due. Failure to pay additional charges may result in a 30-day involuntary move-out notice for nonpayment.
* The right to control your schedule and activities.
* The right to be free from restraints according to the Resident’s Bill of Rights.

You have a right to exercise your Resident HCBS freedoms, protections and rights; however, you may not infringe on the privacy and rights of others and should be respectful to others living in the home.