

DD Licensed 24-Hour Residential Setting- Medicaid Pay Individual  
**Consumer Residency Agreement**  
**Notification of Provider Policies and Standards in a Residential Service Setting**

**Agreement.** This Residential Agreement is entered into between \_\_\_\_\_ (the Individual Resident\* name) or \_\_\_\_\_ (Individual's legal representative of behalf of \_\_\_\_\_ (Individual Resident Name) and \_\_\_\_\_ (24-Hour Residential Setting/Provider) located at \_\_\_\_\_ (physical address of facility).

You have chosen to rent a:

Single Occupancy Room

Shared Occupancy Room

Single Occupancy Unit

Shared Occupancy Unit

for the 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 (in the amount determined by the Department and communicated through official Department Policy Transmittal) 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 24-Hour Residential Setting/Provider.

**Damages.** You will not be held responsible for any damages considered normal wear and tear.

**Living Accommodations.** You are invited to bring your own bed, linens and furniture for furnishing your personal bedroom as you choose. For the your safety, and to ensure the licensed setting 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 24-hour Residential Setting/Provider which includes:

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

**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 24-Hour Residential Setting/Provider remains in compliance with regulatory requirements, you agree to request and

DD Licensed 24-Hour Residential Setting- Medicaid Pay Individual 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 24-Hour Residential Setting/Provider or facility staff.

**Storage.** Storage space for your belongings is limited to the room designated for you. The 24-Hour Residential Setting/Provider reserves the right to limit the extent of your on-site belongings for safety. The 24-Hour Residential Setting/Provider 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 includes those care needs and services identified by your individualized needs assessment conducted by your assigned case manager.

**Voluntary Move.** The 24-Hour Residential Setting/Provider will support your desire to move to another care setting.

**Involuntary Move.** You may be required to move out of the 24-Hour Residential Setting for specific reasons, as stated in Oregon Administrative Rule OAR 411-325-0390(7)(a), which includes:

- Closure of the 24-Hour Residential Setting/Provider (including suspension, revocation, non-renewal, or voluntary surrender of license, certification, or endorsement)
- Nonpayment
- Unable to meet evacuation standards
- Your welfare, or the welfare of other residents:
  - Behavior that poses an 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 others at risk of harm
- Medical reasons: Complex, unstable or unpredictable condition that exceeds the level of care and services the facility provides

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Notice of Involuntary Move. The 24-Hour Residential Setting/Provider will issue at least 30 days of written notice prior to an involuntary move. The written notice must be provided on the Notice of Involuntary Reduction, Transfer, or Exit form approved by the Department. The completed Notice of Involuntary Reduction, Transfer, or Exit form will be provided to the Individual Resident and their legal representative, if applicable, and the Individual Resident's assigned case manager by the 24-Hour Residential Setting/Provider.

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 24-Hour Residential Setting/Provider is unable to provide; or
  - Behavior that poses immediate danger to the resident or others.

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 assigned 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 24-Hour Residential Setting/Provider will issue applicable refunds no later than 30 days following your last day in the care home. The 24-Hour Residential Setting/Provider may not retain payment for services beyond your last day in the home. If your contribution includes payment for room and board, the 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 24-Hour Residential Setting Provider must be an enrolled Medicaid provider.

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Smoking. The 24-Hour Residential Setting 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/facility.

Legal Medical Marijuana and Recreational Cannabis. The 24-Hour Residential Setting 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 of Marijuana/Cannabis is not prohibited by the facility. The 24-Hour Residential Setting/Provider and the Individual Resident and their parent/guardian must adhere to all applicable ORS (Oregon Revised Statute), OAR (Oregon Administrative Rules), and Federal Law related to the use and storage of Marijuana/Cannabis in or on the grounds of the facility.

Visitors. Visitors may not sleep overnight without notification to the 24-Hour Residential Setting/Provider. Visitors shall not sleep in the common areas of the home nor sleep in other Resident's beds. The 24-Hour Residential Setting/Provider is not responsible for providing food or sleeping accommodations for guests of the Individual Resident.

You are responsible to inform the 24-Hour Residential Setting/Provider of the presence of your visitor(s) or adhere to the following visitor check in policy (24-Hour Residential Setting/Provider 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.

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 24-Hour Residential Setting/Provider.

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**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.

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

\_\_\_\_\_ (Individual Resident Initials) I, the Individual Resident, have been provided the opportunity to review the policies regarding Individual Rights and have been given information about my rights.

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 Resident: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Individual Resident's Representative (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

\*The term "Individual Resident" includes a legal representative acting on the Individual Resident's behalf.