**RESIDENCY AGREEMENT**

**RESIDENTIAL TREATMENT FACILITY AND RESIDENTIAL TREATMENT HOMES**

This Residency Agreement (the “Agreement”) shall evidence the complete terms under which the parties whose signature appear below have agreed. The Residential Treatment Facility or Residential Treatment Home shall be referred to as “PROVIDER” and the Tenant, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be referred to as “RESIDENT”. As consideration for this agreement, PROVIDER agrees to rent to RESIDENT and RESIDENT agrees to rent from PROVIDER a unit located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the city of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_.

1. **INCOME and ROOM AND BOARD:** Income must be verified in order to determine the room and board rate for each resident. At times income verification is not possible prior to move in due to the time necessary to restart social security benefits post hospitalization.

a. **Option #1.** If income has been verified by the move in date use this option.

A. **Payment.** The RESIDENT agrees to pay the PROVIDER the monthly room and board rate of \_\_\_\_\_\_\_\_\_\_, according to the terms of this Agreement, no later than the \_\_\_\_ of each month. Payment shall be made payable to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The rate will be pro-rated for partial month occupancy. You will be responsible for all rent owed from commencement date.

b. **Option #2.** If income has not been verified by the move in date use this option.

A. Where the RESIDENTS social security or other funding is not active at the time of commencement to the program, the program must prepare the Agreement based upon the estimated benefit to be received by the resident.

B. If, when funding is later activated, actual income of the resident varies from the estimated income noted on the Agreement, the Agreement must be updated and re-signed by all the applicable parties.

C. After funding activation, the RESIDENT may be responsible for back payment of room and board fees accrued prior to funding activation.

D. Anticipated date of final income verification: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E. **Payment.** The RESIDENT agrees to pay the PROVIDER the estimated monthly room and board rate of $\_\_\_\_\_\_\_\_\_\_\_\_, according to the terms of this Agreement, no later than the \_\_\_\_ of each month. Payment shall be made payable to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The rate will be pro-rated for partial month occupancy. The RESIDENT will be responsible for all rent owed from move in date.

2. **RATE INCREASES, UPDATES TO AGREEMENTS and WEAR AND TEAR:** The PROVIDER must give written notice to the RESIDENT, or the resident’s representative (as applicable), at least 30 calendar days prior to any general rate increases, additions, or other modifications of the rates. The PROVIDER must update the Agreement at least annually and also when social security rates change the RESIDENT’S finances change such that the amount paid for room and board changes. The RESIDENT is not liable for damages considered normal wear and tear.

3. **PROVIDER POLICIES AND HOUSE RULES:** The following list of items must be reviewed with the RESIDENT, and given to the RESIDENT upon request, prior to signing the Agreement.

By initialing, I, the RESIDENT, have reviewed and understand the PROVIDER’S policies and house rules relating to each of the following items:

\_\_\_\_\_ A list of available services and supports to be provided in exchange for payment of the room and board rate.

\_\_\_\_\_ The conditions under which the PROVIDER may change the rates.

\_\_\_\_\_ The PROVIDER’S refund policies in instances of RESIDENT’S hospitalization, death, transfer to a nursing facility or other care facility, and voluntary or involuntary move from the program.

\_\_\_\_\_ The PROVIDER’S policies on voluntary moves and whether written notification of a non-Medicaid resident’s intent to not return is required.

\_\_\_\_\_ The PROVIDER’S policies concerning potential reasons for involuntary termination of residency in compliance with 309-035-0150 and individual’s rights regarding the eviction and appeal process as described in OAR 309-035-0157.

\_\_\_\_\_ Any policies the PROVIDER may have on the presence and use of alcohol, cannabis, and illegal drugs of abuse.

\_\_\_\_\_ The PROVIDER’S policies regarding tobacco use in compliance with the Tobacco Freedom Policy established by the Health Systems Division of the Oregon Health Authority.

\_\_\_\_\_ The PROVIDER’S policies addressing pet and service animals. The PROVIDER may not restrict animals that provide assistance or perform tasks for the benefit of a person with a disability. Such animals are often referred to as services animals, assistance animals, support animals, therapy animals, companion animals, or emotional support animals.

\_\_\_\_\_ The PROVIDER’S policies regarding the presence and use of legal medical and recreational marijuana at the setting.

\_\_\_\_\_ The PROVIDER’S policies regarding schedule of meal times. The PROVIDER may not schedule meals with more than a fourteen (14)-hour span between the evening meal and the following morning’s meal (OAR 411-050-0645).

\_\_\_\_\_ The PROVIDER’S policies regarding refunds for residents eligible for Medicaid services, including pro-rating partial months and if the room and board payment is refundable.

\_\_\_\_\_ Any house rules or social covenants required by the PROVIDER and allowed for in licensing rules.

4. **NOTICE OF EVICTION and APPEAL PROCESS.** The RESIDENT has, at a minimum, the same responsibilities and protections from an eviction that a tenant has under the landlord-tenant law of Oregon, and other applicable laws or rules of the county, city, or other designated entity.

5. **RESIDENT RIGHTS:** As a resident of a Home and Community-Based setting, the RESIDENT is afforded the rights as authorized by 42 CFR 441.301(c)(2)(xiii) & 42 CFR 441.530(a)(1)(vi)(F). There may be times when, due to health and safety risks, a right may be limited. A limitation to any of these rights will always be based on a specific assessed need, and will not be implemented without the RESIDENTS informed, written consent or the informed, written consent of the RESIDENT’S legal representative.

By initialing, I, the RESIDENT, have reviewed and understand that as a resident of a Home and Community-Based setting, I am afforded the following rights:

\_\_\_\_\_ **Legally Enforceable Residency Agreement.** The RESIDENT has the right to live under a legally enforceable agreement with protections substantially equivalent to landlord/tenant laws of Oregon.

\_\_\_\_\_ **Access to Food.** The RESIDENT has the freedom and support to access your personal food at any time.

\_\_\_\_\_ **Visitors.** The RESIDENT may have visitors of your choosing at any time.

\_\_\_\_\_ **Privacy/Locks.** The RESIDENT has the right to privacy in your unit. The door to your unit has a lock that you may choose to use for your privacy. Only appropriate PROVIDER staff have a key to your unit door. You agree not to change or rekey the lock.

\_\_\_\_\_ **Roommates.** If the RESIDENT will share a room, the RESIDENT has the right to choose your roommate prior to final selection of a roommate. The PROVIDER will, to the best of their resources and abilities, ensure that this right is maintained.

\_\_\_\_\_ **Furnishing:** The RESIDENT has the right to furnish their unit with their own belongings instead of using some or all of the furnishing made available. All exit ways must remain clear of obstacles that may interfere in evacuation.

\_\_\_\_\_ **Decoration**. The RESIDENT has the right to furnish and decorate your unit. Decorations may not damage or alter the structure of the room without prior written approval from the PROVIDER.

\_\_\_\_\_ **Activities.** The RESIDENT has the right to control your schedule and activities.

|  |  |  |
| --- | --- | --- |
| Signature of RESIDENT |  | Date |
|  |  |  |
| Signature of Guardian, Representative, or other Legal Authority as applicable |  | Date |
|  |  |  |
| Signature of PROVIDER Administrator |  | Date |