

DD Licensed 24-Hour Residential Setting- Private 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 _____ (24-Hour Residential Care 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 Individual Resident's personal use on a month-to-month tenancy beginning on _____.

Payment. You agree to pay the 24-Hour Residential Care Setting/Provider the monthly rate of \$_____, no later than the _____ of each month. Payment shall be made payable to the 24-Hour Residential Care Setting/Provider. The rate will be pro-rated for partial month occupancy. Payment is for room and board, and basic care and services as identified in this agreement.

Deposits. A refundable damage deposit of \$_____ is due prior to your admission to the home. You will not be held responsible for any damages considered normal wear and tear. The 24-Hour Residential Care Setting/Provider will refund your deposit or produce an accounting of how the deposit was used to repair damage within 30 days of move out.

Change in Rates. You will be provided at least 30 days of written notice prior to any change in rate. The notice will describe the reason for the rate change.

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 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)

DD Licensed 24-Hour Residential Setting- Private Pay Individual

- 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 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 you have chosen to rent. 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.

Storage Fee. A daily storage fee of \$_____, takes effect on the 16th day following your departure from the 24-Hour Residential Setting.

Basic Care and Services. The monthly rate includes the following:

Voluntary Move. The 24-Hour Residential Setting/Provider will support your desire to move to another care setting. In the event you choose to move out of the 24-Hour Residential Setting a _____ day written notice is required.

DD Licensed 24-Hour Residential Setting- Private Pay Individual
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 include:

- Closure of the 24-Hour Residential Setting/Provider (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 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

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 24-Hour Residential Setting/Provider's written notice will be provided to the Individual Resident and the Individual Resident's legal representative (if applicable).

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 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.

Refunds. The 24-Hour Residential Setting/Provider will issue applicable refunds no later than 30 days following your last day in the care home.

DD Licensed 24-Hour Residential Setting- Private Pay Individual

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

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.

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 must adhere to all applicable ORS (Oregon Revised Statutes) and OAR (Oregon Administrative Rules) 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):

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 Foster Care Provider/Facility.

DD Licensed 24-Hour Residential Setting- Private Pay Individual
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.