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Title 22@ Social Security

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Division 6@ Licensing of Community Care Facilities

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Chapter 1@ General Licensing Requirements

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Article 6@ Continuing Requirements

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Section 80068@ Admission Agreements

80068 Admission Agreements

(a)

The licensee shall complete an individual written admission agreement with each client and the client's authorized representative, if any. (1) Prior to admitting a developmentally disabled adult recommended by a Regional Center, the licensee of an ARF shall obtain from the Regional Center written certification which states that there was no objection to the placement by any persons specified in Welfare and Institutions Code Section 4803. (2) The licensee shall maintain a copy of the certification in the client's file.

(1)

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(2)

The licensee shall maintain a copy of the certification in the client's file.

(b)

The licensee shall complete and maintain in the client's file a Telecommunications Device Notification form (LIC 9158, 5/97) for each client whose pre-admission appraisal or medical assessment indicates he/she is deaf, hearing-impaired, or otherwise disabled.

(c)

Admission agreements must specify the following: (1) Basic services. (2) Available optional services. (3) Payment provisions, including the following: (A) Basic rate. (B) Optional services rates. (C) Payor. (D) Due date. (E) Frequency of payment. (4) Modification conditions, including requirement for provision of at least 30 calendar days prior written notice to the client or his/her authorized representative of any basic rate change. (A) It shall be acceptable for agreements involving clients whose care is funded at government-prescribed rates to specify that the effective date of a government rate change shall be considered the effective date for basic service rate modifications and that no prior notice is necessary. (5) Refund conditions. (6) Right of the licensing agency to perform the duties authorized in Section 80044(b) and (c). (7) Conditions under which the agreement may be terminated. (A) The client's refusal to cooperate with the licensee's implementation of his/her Restricted Health Condition Care Plan as specified in Section 80092.2, if any, and his/her Needs and Services Plan, as specified in Section 80068.2 or 80068.3, must be one of the conditions. (8) The facility's policy concerning family visits and other communication with clients, pursuant to Health and Safety Code Section 1512. (9) If the client in an ARF has a restricted health condition, as specified in Section 80092, the admission agreement must contain a statement that he/she agrees to comply with the Restricted Health Condition Care Plan developed for him/her as specified in Section 80092.2.

(1)

Basic services.

(2)

Available optional services.

(3)

Payment provisions, including the following: (A) Basic rate. (B) Optional services rates.
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(A)

Basic rate.

(B)

Optional services rates.

(C)

Payor.

(D)

Due date.

(E)

Frequency of payment.

(4)

Modification conditions, including requirement for provision of at least 30 calendar days prior written notice to the client or his/her authorized representative of any basic rate change. (A) It shall be acceptable for agreements involving clients whose care is funded at government-prescribed rates to specify that the effective date of a government rate change shall be considered the effective date for basic service rate modifications and that no prior notice is necessary.

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(5)

Refund conditions.

(6)

Right of the licensing agency to perform the duties authorized in Section 80044(b) and (c).

(7)

Conditions under which the agreement may be terminated.(A) The client's refusal to cooperate with the licensee's implementation of his/her Restricted Health Condition Care Plan as specified in Section 80092.2, if any, and his/her Needs and Services Plan, as specified in Section 80068.2 or 80068.3, must be one of the conditions.

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(8)

The facility's policy concerning family visits and other communication with clients, pursuant to Health and Safety Code Section 1512.

(9)

If the client in an ARF has a restricted health condition, as specified in Section 80092, the admission agreement must contain a statement that he/she agrees to comply with the Restricted Health Condition Care Plan developed for him/her as specified in Section 80092.2.

(d)

A licensee of a Group Home or Adult Residential Facility that has been approved to utilize secured perimeters shall ensure that the client's admission agreements contain written consent agreeing to the placement when the client has not been court ordered to be placed in a facility with secured perimeters. (1) Written consent shall be signed by a non-conserved resident, 18 or older, or, as

appropriate, the resident's conservator or other person with legal authority and shall contain the following: (A) A description of the location and manner in which the perimeter will be secured. (B) A statement that the facility has delayed egress devices of the time delay type and the perimeter fence is locked. (C) A statement that consent may be withdrawn at any time, pursuant to Section 80072(c).

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(B)

A statement that the facility has delayed egress devices of the time delay type and the perimeter fence is locked.

(C)

A statement that consent may be withdrawn at any time, pursuant to Section 80072(c).

(e)

Such agreements shall be dated and signed, acknowledging the contents of the document, by the client and the client's authorized representative and the licensee or the licensee's designated representative no later than seven calendar days following admission.

(f)

Modifications to the original agreement shall be made whenever circumstances

covered in the agreement change, and shall be dated and signed by the persons specified in (c) above.

(g)

The licensee shall retain in the client's file the original of the initial admission agreement and all subsequent modifications. (1) The licensee shall provide a copy of the current admission agreement to the client and the client's authorized representative, if any.

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(h)

The licensee shall comply with all terms and conditions set forth in the admission agreement.

(i)

The admission agreement shall be automatically terminated by the death of the client. No liability or debt shall accrue after the date of death.