

87868 Admissions Agreements

(a)

The licensee shall complete an individual written admission agreement with each resident and the resident's authorized representative, if any.

(b)

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

(c)

Admission agreements shall 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 resident or his/her authorized representative of any basic rate change. (A) It shall be acceptable for agreements involving residents whose care is funded at government-prescribed rates to specify that the effective date of government rate change shall be considered the effective date for basic service rate change and that no prior notice is necessary. (5) Refund conditions. (6) Right of the Department to perform the duties authorized in Section 87844. (7) Conditions under which the agreement may be terminated.

(8) The facility's policy concerning family visits and other communication with residents. (9) That the resident is required to designate a person to have Durable Power of Attorney for health care for the resident.

(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.

(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 resident or his/her authorized representative of any basic rate change. (A) It shall be acceptable for agreements involving residents whose care is funded at government-prescribed rates to specify that the effective date of government rate change shall be considered the effective date for basic service rate

change and that no prior notice is necessary.

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(5)

Refund conditions.

(6)

Right of the Department to perform the duties authorized in Section 87844.

(7)

Conditions under which the agreement may be terminated.

(8)

The facility's policy concerning family visits and other communication with residents.

(9)

That the resident is required to designate a person to have Durable Power of Attorney for health care for the resident.

(d)

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

(e)

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.

(f)

The licensee shall retain in the resident'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 resident and the resident's authorized representative, if any.

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(g)

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

(h)

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