

OREGON CITY RETIREMENT CENTER  
MSKS INC  
515 10<sup>TH</sup>  
Oregon City, OR 97045  
Bus 503.656.0855  
Fax 503.657.9422  
11/12/03

*Jan*

Dear Allison,

Enclosed is the Admission Agreement with the revisions you requested. Please review and advise as necessary. Thank you once again for your assistance and support.

Sincerely,

*Martina Siebeneich-Canales*

Martina Siebeneich-Canales  
Administrator

**OREGON CITY RETIREMENT CENTER  
MSKS INC.**

**ADMISSION SERVICE AGREEMENT**

This agreement is between the Oregon City Retirement Center, MSKS INC., hereinafter, called "FACILITY" licensed under the authority of the Department of Human Services, hereinafter called "DHS", rules and regulations for Residential Care Facilities and

---

hereinafter called the "RESIDENT". The term "RESIDENT" is inclusive of all admissions to this Facility, Private, Medicaid and Respite. Respite admissions through DHS and Clackamas County Mental Health, hereinafter called "CCMH" shall be addressed as Respite in sub-categorical entries where the terms and conditions of this Admission Agreement are denoted to be specifically applicable.

**I. SCOPE OF SERVICES**

**A. Facility agrees to accomplish the following tasking under this agreement:**

- 1. FACILITY will provide Resident use areas In Accordance With, hereinafter called IAW, OAR 411-055-0111. Resident rooms are furnished with a bed, linens, dresser, nightstand and closet. Additional personal furniture/items may be brought at the prior approval of the Administration.**
- 2. FACILITY will follow Service/Care Plan IAW OAR 411-055-0180 per Administrative assessment based upon Physician's orders, DHS RN assessment, Contract RN assessment, Administrative assessment and Case worker's assessment for management of Activities of Daily Living hereinafter called "ADL".**

**A. IAW OAR 411-055-0230, INSPECTIONS and INVESTIGATIONS, DHS staff conduct inspections and audits for compliance with all OAR's applicable to the licensure of the FACILITY. DHS has the authority to examine RESIDENT's records as part of the evaluation of the FACILITY.**

- 1. The State Long Term Care Ombudsman has access to all RESIDENT records. Certified Ombudsman volunteers have access to RESIDENT and FACILITY records that relate directly to an investigation with a written release of authorization from the RESIDENT or guardian in accordance with HIPAA.**

3. FACILITY will provide three (3) balanced meals per day IAW OAR 411-055-0210 and the recommendations of the USDA Food Guide Pyramid, American Dietetic Association, the Food Sanitation Rules of the Oregon Health Division as applicable and Physicians orders for dietary modifications.
4. FACILITY will provide basic laundry service IAW OAR 411-055-0115. Dry cleaning or special laundry services are not included and are the responsibility in full of the RESIDENT. All clothing items must be labeled in permanent marker for personal identification. FACILITY assumes neither responsibility nor liability for lost or stolen items unless found to be negligent.
5. FACILITY will assist the RESIDENT with arrangements as needed for Physicians appointments, medical and/or mental health services as necessary IAW OAR 411-055-0210. RESIDENT is financially responsible for any and all related fees to services not covered by insurance.
  - A. Facility will assist Respites with arrangements as stated above in paragraph 5. Primary responsibility for medical and/or mental health services of a non-emergent nature resides with the Respite's case manager/worker.
6. FACILITY will arrange transportation for medical and/or mental health services IAW OAR 411-055-0210. The RESIDENT is financially responsible for any and all related fees to services not covered by insurance.
  - A. Facility will assist Respites with arrangements as stated above in paragraph 6. Primary responsibility for medical and/or mental health services of a non-emergent nature resides with the Respite's case manager/worker.
7. FACILITY will administer medications and prescribed treatments to RESIDENT per Physicians orders IAW OAR 411-055-0210. RESIDENT is financially responsible for any and all related fees not covered by insurance.
  - A. FACILITY procedurally utilizes the services of Olson's Institutional Pharmacy. Olson's Pharmacy processes medication order(s) and fills the prescription(s) in individual bubble pack card(s) which are RESIDENT specific.
  - B. RESIDENT Veteran's Administration benefit recipients who receive their prescriptions and medications through the V.A. may continue at their option.

Should the RESIDENT V.A. recipient choose to change to another pharmacy, the FACILITY will assist in the transition to the pharmacy of their choice.

- C. The FACILITY will assist the RESIDENT in obtaining their medications from the pharmacy of their choice.
  - D. The FACILITY will assist the RESIDENT at their request, in obtaining currently prescribed over the counter medications that they choose not to receive from any pharmacy, but from a store or vendor of their choice.
8. FACILITY will conduct an inventory of and secure all medications in the possession of the RESIDENT upon admission IAW OAR 411-055-0210. RESIDENTS may secure and self-administer medications with physician's written order of approval IAW OAR 411-055-0210.
  9. FACILITY will maintain an inventory of RESIDENT's personal belongings of value. Small items of value may be secured and locked by the Administration at the RESIDENT's request.
  10. FACILITY will maintain Personal Incidental Funds, hereinafter called "PIF", IAW OAR 411-055-0151 on form SDS 713 upon completion of form SDS 542.
  11. FACILITY will provide thirty (30) days written notice to any RESIDENT, their legal representative or any other representative designated by the RESIDENT to legally manage their affairs, in reference to general increases, additions, or other modifications of the monthly rates. In the event of an increase in care and/or service needs per the Service Plan, written notification will be given to the RESIDENT, family and/or their legal representative at the time the care and/or service increase is identified and the corresponding rate increase per the FACILITY contract IAW OAR 411-055-0039.
  12. FACILITY will assess a prorated daily liability rate based upon the total monthly liability for a period of fifteen (15) days past the date that a RESIDENT who has left the FACILITY for medical reasons has indicated that he/she will not be returning or in the event of their demise IAW OAR 411-055-0045.
  13. FACILITY will assess a storage fee of \$8.00 per day commencing on the sixteenth (16) day after the RESIDENT has permanently left the FACILITY for a period of fifteen (15) days. Upon completion of the fifteenth (15) day storage period allotted, any belongings remaining become the property of the FACILITY.

14. FACILITY will assess Room & Board fees as per contract in the event a RESIDENT has submitted written notice that they want their room held open until they return if their leave of absence extends past fifteen (15) days.
  - A. Respite requires the form, "Clackamas County Mental Health Center, Respite Authorization" completed by a CCMH case manager to authorize any and all occupancies and/or room holds.
15. FACILITY will refund any advance payments due to the RESIDENT or legal representative within thirty (30) days of discharge or in the event of their demise from the FACILITY IAW OAR 411-055-0045.
16. FACILITY check out time for discharge is 6:00 p.m.. If RESIDENT and/or belongings occupy room after 6:00 p.m., the Room & Board and Service fees will be pro-rated per day and fees assessed for the next day at the time of discharge.
17. FACILITY will provide minimum thirty (30) days written notice to the RESIDENT, RESIDENT's legal representative or any other person designated by the RESIDENT, guardian, conservator and case manager stating the reasons for the move or transfer and the RESIDENT's right to object to the move or transfer IAW OAR 411-055-0190. Exceptions to the thirty day notification include medical emergencies.
18. FACILITY will address RESIDENT grievances through the following structure model. The RESIDENT may submit their grievance through the FACILITY manager, SPD/CCMH Case Manager or the Long Term Care Ombudsman. If resolution is not satisfactory to the complainant, an appointment may be made with the Administration to address the issues for final resolve.
19. FACILITY does not discriminate against race, color, national origin, sex, sexual orientation or religion.
20. FACILITY schedules staff IAW OAR 411-055-0161, STAFFING and RESIDENT needs. The Administration and support staff are on call 24 hours a day, 7 days a week.

## II. RESIDENT RESPONSIBILITIES

### A. RESIDENT agrees to comply with the following under this agreement:

1. RESIDENT, Representative Payee, Guardian, Conservator or the legally appointed responsible party will pay the FACILITY the Room & Board and Service fees as per the SDS 512 or the Contracted rate for Private Residents by the 1<sup>st</sup> of each month for that month, received no later than the 10<sup>th</sup> of the month. The client liability is payable by cash, personal check, cashiers check or money order. Credit cards are not an accepted form of payment. Checks are to be made payable to the Oregon City Retirement Center or MSKS INC.

A. CCMH Respite client liability responsibility is denoted on the form, "Clackamas County Mental Health Center, Respite Authorization, under section II. The authorizing case manager shall make arrangements for payment.

The effective date for the Room & Board and Service liability commences with the day of admission and concludes at midnight on the day of discharge. Payments not received by the 10<sup>th</sup> of the month will be assessed late fee of 1.5% of the total monthly client liability. Returned checks will be assessed a fee of \$25.00.

2. RESIDENT or responsible party will receive thirty (30) day written notification of any rate liability adjustment, which involves a service rate increase due to level(s) of care increase. Appeal to dispute liability adjustments must be received within 10 days of the date of the notice. A RESIDENT refusing to agree to the rate adjustment after Administrative review, will be given a thirty (30) day eviction notice for failure to make payment for care.
3. RESIDENT is responsible for any and all health related charges or fees assessed for services or products as follows but not limited to: physicians, dentists, podiatrists, nurses, therapists, hospitals, treatment centers, clinics, pharmacies or the like as not covered through the RESIDENT's insurance.
4. RESIDENT is responsible for providing and purchasing personal clothing, clothing articles, clothing accessories, personal hygiene, toiletries articles and items or articles not provided for by the FACILITY per regulations and maintaining these items in good functional order, proper repair and replacing as needed. Under certain circumstances, the FACILITY will make purchases of items of necessity for the RESIDENT utilizing the PIF account with record on the SDS 713.

5. **RESIDENT is responsible and liable for securing all personal items, items of value and money. Small items of value may be secured by the Administration at the RESIDENT's request. New items of value are to be reported to the FACILITY for record on the inventory. FACILITY assumes responsibility for lost or stolen items only if found to be negligent.**
6. **RESIDENT may have a private phone and/or cable TV in their room and are responsible for the professionally licensed and authorized installation, connection fees, service fees and any other related charges associated with their contracted agreement. A RESIDENT phone, free of charge is located near the exit of the NE hall.**

**FACILITY business lines are for official use only and not for regular RESIDENT use unless otherwise specifically authorized. RESIDENT is financially responsible for any long distance fees they incur and/or facsimile transmission fees accrued on their behalf.**

7. **RESIDENT is responsible for reporting all items/hardware/devices of a mechanical or electrical nature for approval by the Administration prior to use in the FACILITY. RESIDENT is responsible for maintaining personal property in good, clean, proper working order and legal authorized repair. Electrical extension cords are prohibited, power strips with surge protection will be utilized with prior Administrative approval.**
8. **RESIDENT is financially responsible for any and all damage beyond normal wear and tear to FACILITY property caused by RESIDENT, their property or through their actions. Statement of charges will be addressed to the RESIDENT or responsible party for any and all costs incurred/involved to repair/replace/rectify the damage.**
9. **RESIDENT is financially responsible for any and all expenses incurred by FACILITY in conjunction with collection fees or related charges for receipt of payment of services provided for the RESIDENT.**
10. **RESIDENT is responsible for notifying FACILITY and Case Manager for any planned leave of absence. FACILITY will prepare medications as ordered for the continuity of care. Room & Board and Service rates remain in effect and are due as contracted.**
11. **RESIDENT is responsible for submitting thirty (30) days written notification of termination of this agreement to receive any applicable refund. Personal belongings shall be removed at the time of vacancy.**

12. **RESIDENT is responsible for the removal of personal belongings within fifteen (15) days of the day of discharge. A storage fee of \$8.00 per day will be assessed on the sixteenth (16) day for fifteen (15) days. Personal items shall be packed by the RESIDENT and/or responsible party(s) prior to leaving the FACILITY to make the room available. After fifteen (15) days, the personal belongings become the property of the FACILITY.**
  - A. **Respite is responsible for the removal of all personal belongings at the time of discharge. Storage fees and proceedings will be assessed as stated above in paragraph 12.**
13. **RESIDENT will smoke in the designated smoking area only. Nonrefillable, disposable lighters are authorized; matches and refillable lighters are prohibited.**
14. **RESIDENT will not house, store or consume alcoholic beverages on the FACILITY premises.**
15. **RESIDENT will not house or store volatile, poisonous or toxic substances on the FACILITY premises.**
16. **RESIDENT will not house, store or consume Over the Counter Medications, hereinafter called "OTC", in their room without a MD order and lock box. Prescription medications will be handled IAW State and Federal regulations and OAR 411-055-0210.**
17. **RESIDENT is responsible and held accountable for following all FACILITY rules and regulations as presented at time of admission.**
18. **RESIDENT concurs that medical, mental health, other related health services appointments, social activities, the transportation arranged to and from those services are independent contractors, are in no form or fashion subsidiaries, cooperatives, sponsored by, nor are affiliates of the FACILITY and thereby releases the FACILITY from any and all liability incurred through/with any aforementioned service(s)/activity(s) sought/arranged.**
19. **RESIDENT grants authorization to the FACILITY to release confidential medical, legal and/or financial records inclusive with the RESIDENT's chart upon transfer to another facility, hospital, institution or as required by law for medical/legal review, insurance review or contracted services/billing purposes.**

**III. VERIFICATION OF RESIDENCY AGREEMENT & DISCLOSURE  
COMPLIANCE with DHS**

This Admission Service Agreement & Facility Disclosure have been reviewed by DHS, are in compliance with and satisfy the requirements of the Residential Care Facilities Administrative Rules as published by the Oregon Department of Human Services.

**IV. STATEMENT OF ADMISSION AGREEMENT ACCEPTANCE**

I have read, understand and concur with the agreement contained herein, thus I accept and will comply with its terms, conditions and responsibilities in full.

\_\_\_\_\_  
Signature of RESIDENT, Guardian or Legal Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator or Authorized Representative Signature

\_\_\_\_\_  
Date

**RECEIVED**

**NOV 13 2003**

**SENIORS & PEOPLE WITH  
DISABILITIES, OFFICE OF  
LICENSING & QUALITY OF CARE**