Trouves St Ann's

RESIDENT ADMISSION AGREEMENT
~ MEDICAID ELIGIBLE RESIDENTS ~

This Residency Agreement (this "Agreement") is made as of_____, 20 _____, between Trouves St Ann's Inc. doing business as Trouves St. Ann's (the "Community") and _____("Resident"). As used in this Agreement the term "Resident" also refers to the "Representative" who signs this Agreement on Resident's behalf and who is responsible for the performance of Resident's obligations set forth in this Agreement.

The Community is located at 6602 S Alaska St., Tacoma, WA 98408, Main Building. It is licensed by the state of Washington department of social and health Services as an assisted living Community/EARC Community (license no. __ _____).

This Agreement may not be terminated except as provided in in the Termination Section of this Agreement.

Nothing in this Agreement shall be construed to limit any legal right of the Resident, nor any legal duty of the Community.

SERVICES, ITEMS AND ACTIVITIES

(see, e.g., RCW 70.129.030(4), .080, .100; WAC 388-78A-080, -150, -170, -190, -200, -260, -300; WAC 388-110-150)

Beginning on _____, (the Occupancy Date) the Community shall provide to the Resident the services, items and activities listed on Exhibit 1 at the Basic Services Rate described below.

Other services, items and activities, which may be available for an additional cost, are described on Exhibit 2.

Resident understands and agrees that Resident's age, health history and medical report, personal interview, interview with family members, and emergency information records are a part of this Agreement and any material misrepresentation or omission contained in that information will render this Agreement voidable at the option of the Community. Resident agrees to submit updated copies of any of the above reports and forms from time to time as requested by the Community.

Within 30 days of the Resident's move-in to the Community, the Community will complete a negotiated service agreement that addresses, at a minimum, the Resident's assessed health care needs, social needs and preferences, personal care tasks, and if applicable, limited nursing and medication services, including frequency of service and level of assistance. This agreement will be completed in consultation with the Resident, appropriate Community staff, the Resident's DSHS case manager, and any other person the Resident wishes to include. The Community will provide the Resident with a copy of the negotiated service agreement.

The Community will notify the Resident and the Resident's representative as soon as possible of any changes in the resident's condition that require a different level of service.

ASSESSMENT AND PLANNING PROCESS

A. Pre-Admission Assessment

Prior to the Occupancy Date, the Community will ensure a general assessment

of Resident's needs is performed by a qualified assessor.

B. Full Assessment

Within fourteen (14) days, the Community will perform a comprehensive resident assessment ("Resident Assessment") of Resident's needs and develop an initial service plan. The Community staff will monitor Resident regularly on an ongoing basis to determine the continued level of services Resident needs and will perform a full assessment on at least an annual basis.

C. Negotiated Service Agreement and Ongoing Monitoring

Based on the results of Resident's pre-admission assessment, Resident Assessment, and initial service plan, a Negotiated Service Agreement will be developed by a service planning team that includes Resident or Resident's Representative, if any, anybody Resident chooses, the Executive Director of the Community or designee, and at least one other staff person who is familiar with, or who will provide services to Resident. The service planning team may also include case managers, family members, a licensed nurse, Resident's physician, or other health practitioners, as applicable. The initial Negotiated Service Agreement will include Resident's preferences to support the principles of dignity, privacy, choice, individuality and independence and will reflect the needs of Resident. The Negotiated Services Agreement shall be completed or dated within thirty (30) days after admission and will thereafter be reviewed and updated at least on an annual basis, or more often as needed due to a significant change of condition. The Community will, however, regularly observe Resident's health status to identify observable changes in physical, mental, emotional, and social functioning and will help Resident respond to dietary and health needs, including needs for special services.

FEES

A. Basic Services Rate
(see RCW 70.129.030)

The Basic Services Rate, as of the date of this Agreement, is $_____ per day. This rate has been set by agreement between the Community and the Washington Department of Social and Health Services (DSHS) and includes the services, items and activities listed on Exhibit 1. Any changes to this rate in the future will be identified by an attachment to this Agreement.

B. Total Rate

The Total Rate, as of the date of this Agreement, is $_____ per month. This rate is the sum of the Basic Services Rate, identified above, plus the rates for allowable additional services selected by the Resident on Exhibit 2.

C. Payments

Resident's right to occupy and use the Room, and to receive services at the Community, is contingent upon timely payment of the monthly statement. The Community will issue a statement each month that will include the Basic Services Rate for the upcoming month, and any additional amenities, services and supplies incurred for the prior month. Each statement is due and payable by the first (1st) day of the applicable month. Balances outstanding after the tenth (10th) day of each month will be assessed a late charge of Twenty-Five Dollars ($25.00) and Twenty-Five Dollars ($25.00) for each subsequent five (5) day period thereafter until paid. If the resident no longer qualifies for Medicaid he/she will be personally responsible for the outstanding balance.

The Room Rental Rate and the fees for other amenities, services and supplies, if applicable, may be adjusted from time to time upon thirty (30) days' advance written notice to Resident.

D. Deposits and Non-Refundable Fees

(see RCW 70.129.150)

To the extent allowed by Medicaid laws, on or prior to the Occupancy Date, Resident will pay to the Community the cleaning fee of $ _____ (the "Cleaning Fee"). This Cleaning Fee is intended to reimburse the Community for cleaning the Room upon termination of tenancy. The Cleaning Fee is a one-time charge and is non-refundable.

To the extent allowed by Medicaid laws, On or prior to the Occupancy Date, Resident will pay to the Community the security deposit of $_____ (the "Security Deposit"). The Security Deposit will be applied towards the payment of the Basic Services rate until the Residents DSHS award determination..

E. Absences from Community

(see WAC 388-110-100)

If the Resident is absent from the Community for more than 15 consecutive days for social reasons, the Community must obtain approval from DSHS for payment. Therefore, the Community requests that the Resident notify the Community as soon as possible of any such planned absences.

If the Resident is hospitalized or temporarily placed in a nursing home, the Community will retain the Resident's bed or unit for up to 30 days if the Resident is likely to return to the Community. The Resident will not be charged an additional fee for this bed-hold. If, as part of the negotiated service agreement, agreed to by the Resident, it is determined that the Resident will not return to the Community, the Community may discharge the Resident in accordance with Section VI below and the other requirements of RCW 70.129 (Long-Term Care Resident Rights Law). In such a case, reasonable accommodations to prevent the discharge will not be required and notice of the discharge may be made by the Community as soon as practicable, rather than 30 days in advance.

F. Rate Adjustments
(see RCW 70.129.030)

All services, items and activities available at the Community, along with the related charges, are described on Exhibits 1 and 2. Except in cases of emergency, the Community will give the Resident 30 days advance written notice of any changes in the availability of or charges for services, items, or activities.

RESIDENT'S RIGHTS AND RESPONSIBILITIES

A. Resident Rights
(see RCW 70.129.020, .030)

Resident acknowledges that he or she has been provided with a list of Residents' Rights (attached as Exhibit 3), and that a representative of the Community has explained these rights to the Resident prior to or upon admission. The Community shall protect and promote the rights of each resident.

B. Resident Handbook
(see RCW 70.129.030)

Resident acknowledges that he or she has been provided with a Resident Handbook containing the general policies and rules of the Community, and that a representative of the Community has explained these policies and rules to the Resident prior to or upon admission. The Resident agrees to abide by and observe these policies and rules, to the extent that they do not conflict with RCW chapter 70.129 (Washington's Resident Rights Law). The Resident Handbook is incorporated by reference into this agreement. Except in cases of emergency, the Community will give 30 days advance written notice to the Resident and the Resident's representative of any change in the Community's policies or rules.

C. Nondiscrimination

The Community will not discriminate and will comply with all applicable state and federal laws with respect to age, race, color, national origin, ancestry, religion, sex, handicap or disability.

D. No Proprietary Interests

Resident's rights under this Agreement are the rights and privileges expressly granted herein, and do not include any proprietary interest in the Community.

E. Absences

Resident is free to leave the Community at any time that Resident desires. The Community is not responsible for any obligations or expenses incurred by Resident during any such absence. Resident agrees to notify the Community in advance of leaving the Community by signing the log maintained at the front desk, and to report Resident's return to the Community in the same manner.

F. Health Records

The Community maintains a separate resident record for each of its residents. The resident records may contain medical and other personal information. All information maintained in such files is confidential and will not be released without the written consent of Resident or the Representative. By executing this Agreement, Resident hereby authorizes the Representative to sign a release for all records of Resident maintained by the Community. The Community's licensing agency has the authority to examine such medical records as part of the agency's evaluation of the Community. In addition, Resident has the right to review Resident's records or to authorize any other person to review the records.

G. Medical Records Transfer

By executing this Agreement, Resident and the Representative consent, without any further action being required of the Community, to the release of any and all reasonable medical and personal care records by Community to the provider of any additional health care-related services to Resident provided Resident consents to the provision of such services.

RESIDENT'S VALUABLES
(see RCW 70.129.100)

The Resident has the right to have and use personal property, space permitting, provided that it does not endanger the health or safety of others. The Community shall protect and promote this right.

The Resident and the Community shall both take reasonable steps to ensure that the Resident's property is not lost, stolen, or damaged. If the Resident's unit is lockable, the Resident shall be issued a key to the unit. If the Resident's unit is not lockable, the Resident will be provided with lockable storage space upon request.

The Community will be responsible for loss or damage to Resident's property to the extent such loss or damage is caused by the Community's negligence. However, because not all loss or damage may be caused by the Community's negligence, and because the Community's insurance may not cover losses for which the Community is not responsible, the Resident is encouraged to maintain insurance to cover loss or damage to Resident's personal property.

VISITING POLICY
(see RCW 70.129.090)

The Community has an open visitation policy. Visitors will be required to abide by any and all Community policies that pertain to the Resident in regards to the use of any Community or service. Disruptive visitors will be required to leave. Please see the Resident Handbook for visiting hours. All guests must register at the front desk and comply with visitor policies.

All outside caregivers, companion aides, private duty aides and other personnel employed or retained by Resident to render services at the Community shall be required to observe the Resident Handbook and the other standard policies and procedures of the Community and may be prohibited from working within the Community if one or more violations of the Community Resident Handbook or other policies and procedures occur.

TERMINATION OF THIS AGREEMENT

(see RCW 70.129.110, .150; WAC 388-110-100)

A. Termination by Resident and Refund Policy

The Resident may terminate this agreement at any time, regardless of cause. The Community requests that the Resident give as much notice as possible before the Resident moves.

If the Resident dies or is hospitalized or is transferred to another Community for more appropriate care, and does not return to the Community, the Community shall refund any deposit or charges already paid, less the Community's per diem rate for the days the Resident actually resided or reserved or retained a bed in the Community. In an effort to mitigate the number of days that the Resident is considered to have retained a bed, the Community will make reasonable efforts to store personal items that are left at the Community following a transfer.

The Community shall refund any amount due to the Resident or his or her representative within 30 days of the Resident's death, discharge, or transfer. The Community also shall provide to the Resident or the Resident's representative an explanation of any charges retained by the Community.

Refunds of Medicaid money will be paid to DSHS.

B. Termination by Community and Discharge or Transfer Requirements

The Community will permit the Resident to remain in the Community, and will not transfer or discharge the Resident against the Resident's will unless:

1. The Resident has failed to make the required payment for his or her stay;

2. Transfer or discharge is necessary for the Resident's welfare and the Resident's needs cannot be met by the Community;

3. The safety of individuals in the Community is endangered;

4. The health of individuals in the Community would otherwise be endangered; or

5. The Community ceases to operate.

If the Community transfers or discharges the Resident for one or more of the above reasons, the Community shall provide written notice of the discharge to the Resident and his or her representative at least 30 days in advance. However, written notice may be made on less than 30 days, and as soon as practicable before discharge or transfer if (1) the health or safety of individuals in the Community would be endangered, or (2) an immediate transfer or discharge is required by the Resident's urgent medical needs, or (3) the Resident has not resided at the Community for 30 days.

Before transferring or discharging a resident, the Community will attempt, through reasonable accommodations, to avoid the transfer or discharge, unless the transfer or discharge is agreed to by the Resident.

Except in emergencies, the Community will include the Resident's DSHS case manager in developing a relocation or discharge plan and will obtain the case manager's approval for the plan before giving the Resident the required advance written notice.

If the Resident dies or must be transferred by the Community to a hospital or another Community for more appropriate care, and the Resident does not return to the Community, the Community shall comply with the refund requirements set forth above.

Any termination of this Agreement will terminate the Community's obligation to furnish accommodations and services to the Resident.

MISCELLANEOUS

A. Access to Resident's Room

Resident agrees that the Community's staff may enter the Room at reasonable times and for reasonable purposes including, but not limited to, emergency, inspection, maintenance, housekeeping and rendering other services described in this Agreement. Whenever reasonably possible, the Community will notify Resident that a Community employee will enter or has entered the Room for non-routine events. In addition, the Community is licensed by the Department and, as such, a duly authorized employee or agent of the Department, or any other authorized government official, shall be entitled to enter and inspect the Room. The Department need not give Resident notice before entering the Room.

B. No Tenancy Interest or Management Rights.

This Agreement gives Resident the right to live in the Community and to have as much freedom and choice regarding Resident's life as possible within the limits of the laws and regulations that govern the operation of the Community. However, it does not give Resident the rights of a "tenant" as state law defines that term. The Community reserves the sole right to provide management of the Community in the best interests of all residents and reserves the right to manage or make all decisions concerning the admission, terms of admission, or dismissal of other residents consistent with state law and Community policies.

C. Liability for Damage

Resident agrees to maintain the Room in a clean, sanitary and orderly condition. Resident will reimburse the Community for the reasonable cost of all repairs to the Room and for the repair or replacement of furnishings and fixtures owned by the Community in the Room above and beyond ordinary wear and tear. In addition, Resident will reimburse the Community for any loss or damage to the Community's real or personal property caused either intentionally or negligently by Resident or by persons on the premises with Resident's permission or to attend to Resident's needs.

D. Advance Directives

It is the policy of the Community to ask all prospective residents whether they have signed any advance directives. This includes health care powers of attorney, living wills, or other documents which describe the amount, level, or type of health care Resident would want to receive at a time when Resident can no longer communicate those decisions directly to a doctor or other health care professional. It also includes documents in which Resident names another person who has the legal authority to make health care decisions for Resident. If Resident has executed any such documents, or if Resident executes any such documents while living at the Community, it is Resident's responsibility to advise Community staff of this and to provide a copy of any such documents to the Community. If Resident has such documents, and Resident has provided a copy to the Community, the Community will provide copies of these documents to health care professionals who may be called to the Community to assist Resident with health care. If Resident signs an advance directive and later revokes or changes them, it is also Resident's responsibility to inform the Community of such revocation or change. This is required so that the Community can assist Resident in ensuring Resident's health care choices are properly communicated to Resident's health care professionals.

E. Incompetency

In the event Resident becomes legally incompetent or is unable to properly care

for Resident or Resident's property, and in the event that Resident has made no other designation of a person or legal entity to serve as Resident's guardian or conservator, Resident hereby grants authority to the Community to apply to a court of competent jurisdiction for the appointment of a conservator or guardian who will be independent and not affiliated with the Community in any manner.

F. Waiver of One Breach Not a Waiver of Any Other

The failure of the Community in one or more instances to insist upon the strict performance, observance or compliance by Resident with any of the terms and provisions of this Agreement, shall not be construed to be a waiver or relinquishment by the Community of its right to insist upon strict compliance by Resident with all of the terms and provisions of this Agreement.

G. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Washington without regard to principles of conflicts of law. To the extent there is a change in any regulation or law to which this Agreement, or the Resident's care, is subject, that requires application that is inconsistent with the terms of this Agreement, this Agreement shall be construed in accordance with such change.

H. Subletting; Assignment; Subordination

Resident may not assign Resident's right to occupy the Room and no rights hereunder shall inure to the use or benefit of the heirs, legatees, or the Representative of Resident. As permitted by law, the Community may delegate its respective obligations hereunder and may freely assign its interest in this Agreement. In the event of a written request by the Community and any assignee of the Community's interest, Resident agrees to pay amounts due under this Agreement to such assignee. This Agreement and all the rights of Resident hereunder shall at all times be junior and subordinate to the rights of the holder or beneficiary of any mortgage, deed of trust or other lien now or hereafter existing against the Community.

ACKNOWLEDGEMENT

Resident and the Representative acknowledge that, prior to entering into this Agreement, Resident and the Representative have inspected the physical facilities of the Community and understand the level and type of health care and other supportive services offered by the Community as well as the nature and availability of the supervision of residents of the Community. Resident and the Representative further acknowledge that they have read this Agreement and that

both agree to be bound to all of the terms and obligations set forth in this Agreement as well as those set forth in the Resident Handbook.

SEVERABILITY

The provisions of this Agreement shall be severable and if any phrase, clause, sentence, or provision of this Agreement or its application is held to be invalid or unenforceable for any reason, the remainder of the agreement shall remain in full force and effect.

NOTICE

All written notices required by this Agreement shall be delivered either in person or by mail. Notices delivered by mail shall be addressed as indicated below, or as specified by subsequent written notice by the party whose address has changed.

If Resident is unable to put his/her notice or other communication in writing because of a physical disability, Resident may dictate his/her notice or other communication to a Community employee provided Resident reads and signs the dictated notice or other communication prior to submittal to the Community. If Resident's physical disability prevents him/her from dictating the notice or other communication, the Community shall make other reasonable accommodations to assist Resident in providing written notice. Notices or communications required in this Agreement from Resident shall not be valid unless signed by Resident or the Representative and delivered as stated herein.

Community: _____

_____

_____

Attention: _____

Resident: _____

_____

_____

Resident's Representative: _____

_____

_____

SIGNATURES

My signature below as the Resident indicates that I have read, or had read to me, the provisions of this Agreement, that I enter into this Agreement voluntarily, that I agree to be bound by all of its terms, and that I have received a copy of this Agreement for my own records.

Resident's signature:

_____

Date

Signature of Resident's representative, if applicable:

_____

Date

Signature of Community representative:

_____

Date

EXHIBIT 1

SERVICES, ITEMS AND ACTIVITIES INCLUDED IN BASIC SERVICES RATE

The Basic Services Rate includes the following accommodations and services:

1. Room. The Resident may occupy and use _____. This is a [private/semi-private] unit and comes with window coverings, floor covering, and a non-combustible waste container. If the Resident desires, a bed, linens, towels, washcloths, chair, lighting at bedside and a lockable storage drawer are available. The Resident may use his or her own personal belongings and furniture, subject to space considerations and the safety of others.

   The Community reserves the right to assign rooms and change room assignments or roommates for any resident. Married residents have the right to live together in a double size room as long as both spouses consent. The Community will make reasonable attempts to honor other roommate requests.

   The Resident may be required to move from a private room to a semi-private room if the Resident's DSHS eligibility changes. If such a move is required, the Community will give the Resident prompt notice of the move.

2. Utilities, including light, water and heating. In Room Cable TV and telephone are not provided. The resident may provide these additional amenities at their own expense.

3. Reasonable access to a non-pay telephone in an area that affords privacy to the Resident.

4. Laundry facilities are available for use by Resident.

5. 24 hour staffing of the Community.

6. Immediate consultation with Resident's physician and, unless the Resident objects, notification to Resident's legal representative or an interested family member whenever (a) the Resident is involved in an accident which requires or may require physician intervention; or (b) there is a significant change in the Resident's physical, mental, or

psychosocial status.

7. Prompt notice to the Resident or the Resident's representative, and, unless the Resident objects, notice to an interested family member whenever there is (a) a change in the Resident's room or roommate assignment; or (b) a decision to transfer or discharge the Resident from the Community.

8. Housekeeping and clean linen services weekly.

9. Generic personal care items needed by the Resident such as soap, shampoo, toilet paper, toothbrush, toothpaste, deodorant, sanitary napkins, and disposable razors. This does not include items covered by medical coupons. The Resident may choose to purchase his or her own name-brand personal care items.

10. Three meals daily, snacks and beverages.

11. Planned activity programs, designed to meet Residents' preferences.

12. Limited nursing services, medication assistance, personal laundry services, and personal care services, to the extent such services are required by the Resident's negotiated service agreement.

13. The Community will provide limited nursing services and will allow additional on-site health care services to the maximum extent allowed under its licensing regulations. If the Resident requests, the Community will assist the Resident to obtain the additional on-site health care services.

14. If the Resident requests, the Community will help the Resident obtain and coordinate services such as: transportation to medical services and recreational activities, physician services, pharmacist services, mental health services, physical or occupational therapy, hospice, home health care, podiatry, barber/beauty services, and other services necessary to help the resident in maintaining as much independence as possible.

15. Through its staff, the Community will assist, or supervise, as appropriate, Resident with storage and administration of medications and assistance in taking self-administered medications as directed by Resident's Physician and as permitted under the Community's Resident Assessment. Resident agrees to participate in any test administered by the Community to determine Resident's ability to self-administer

medications and to abide by the results of the Community's test even if contrary to the permissive order of the Physician. Refer to the Community Disclosure of Services Statement regarding family assistance with medication storage and administration of medications.

Except in cases of emergency, the Community will give the Resident 30 days advance written notice of any changes in the availability of or charges for services, items, or activities.

Resident's signature:

_____

Date

Signature of Resident's representative, if applicable:

_____

Date

Signature of Community representative:

_____

Date

EXHIBIT 2

ADDITIONAL SERVICES, ITEMS AND ACTIVITIES, NOT COVERED IN THE BASIC SERVICES RATE

The services, items and activities described below are available at the Community but are not covered by the Resident's Basic Services Rate. The Resident may choose to purchase any of the services, items or activities listed, at the Resident's own cost, to extent allowed by Medicaid laws.

1. A private, in-room telephone line
2. Cable TV Service

Except in cases of emergency, the Community will give the Resident 30 days advance written notice of any changes in the availability of or charges for services, items, or activities.

Resident's signature:

_____

Date

Signature of Resident's representative, if applicable:

_____

Date

Signature of Community representative:

_____

Date

EXHIBIT 3

CHAPTER 70.129 RCW
LONG-TERM CARE RESIDENT RIGHTS

The following is a summary of the rights of individuals living in licensed long-term care facilities (adult family homes, assisted living and veteran's homes) in the State of Washington. This summary is based upon rights specified in Chapter 70.129 RCW. Individuals residing in these facilities have additional rights in other state and federal laws, regulations and constitutions.

Each resident and legal representative must be informed both orally and in writing, in a language they understand, of his/her rights, the rules and regulations governing his/her conduct in the Community, and the rules of operation of the Community. The notification must be provided prior to or upon admission and reviewed at least every 24 months in writing and in a language the resident and legal representative understand.

General Rights: ***Each resident has a right to:***

- Continue to enjoy his/her basic civil and legal rights and not be requested to waive any of those rights or the rights under this law;
- Receive care in a safe, clean, comfortable and homelike environment;
- Care that promotes, maintains or enhances respect for individual's and each person's dignity;
- Be free of interference, coercion, discrimination and retaliation from the Community in exercising these rights or filing a complaint against the Community or staff.
- Access all records pertaining to him or her within 24 hours of request;
- Voice grievances and file complaints concerning the Community with the appropriate state and federal licensing agency or the state ombudsman program, (see last section of this Exhibit for telephone numbers);
- Personal privacy and confidentiality of his or her personal and clinic records, accommodations, medical treatment, and personal care;
- Examine the results of the most recent survey or inspection of the Community and any plan of correction in effect;
- Be free from physical and/or chemical restraint; and
- Be free from verbal, sexual, physical and mental abuse, corporal punishment and involuntary seclusion (to be separated from others or confined against their will in any area).

Rights relating to costs, services, items and activities provided: ***Each resident has a right to:***

- Be told the services, items and activities that are generally available in the Community or that can be arranged for by the Community;
- Be told what they will be charged for each of those services;
- Be told what the charges are for services, items and activities that are not covered by the per diem rate or applicable public benefit programs.
- Be told the amount of any admissions fees, deposits, and prepaid charges or minimum stay fees and what those fees specifically cover;
- Be given notice, in writing, at least 30 days in advance, of changes in charges, the availability of services, or changes in the Community's rules and policies. (Except in an emergency); and
- Be told what services, items and activities are not available in the Community.

Rights relating to quality of life: ***Each resident has a right to:***

- Be promptly notified of a change in room or roommate assignment;
- Share a room with his or her spouse or domestic partner;
- Privacy and confidentiality including the right to:
  - ✓ send and promptly receive mail that is unopened;
  - ✓ have reasonable access to the use of a telephone where calls can be made without being overheard; and
  - ✓ a lockable storage space;
- Access to others including:
  - ✓ access to representatives of the state, individual physician, social workers and the ombudsman, agencies responsible for protection and advocacy of individuals with developmental disabilities, mental illness, and disabilities;
  - ✓ access to their representative, entity or individual who provides health, social, legal, or other services to the resident;
  - ✓ visitation with family, relatives, friends and others subject to reasonable restrictions and consent of the resident;
  - ✓ interact with members of the community both inside and outside the Community;
  - ✓ organize and participate in resident groups in the Community;
  - ✓ family members have a right to meet in the Community with the families of other residents and must be provided with meeting space; and
  - ✓ participate in social religious and community activities that do not interfere with rights of others residents in the Community.
- Refuse to perform services for the Community unless voluntarily agreed to;
- Use personal possessions including furnishings and appropriate clothing, subject to some limitations;

- Choose activities, schedules, and health care consistent with his/her interests, assessments and care plans;
- Make choices about aspects of his/her life in the Community;
- Reasonable accommodation of needs and preferences;
- Wear his or her own clothing and determine his/her own dress, hair style or other personal effects;
- Participate in planning care and treatment or changes in care and treatment. If resident has a legal representative, the representative will exercise the resident's rights in care planning and treatment and the resident retains the right to participate and exercise decision making to the greatest extent possible;
- Direct his or her own service plan and changes in the service plan and refuse any particular services. If resident has a legal representative, the representative will exercise rights in direct service planning on the resident's behalf and the resident retains the right to participate to the greatest extent possible; and
- Manage his or her financial affairs:
  - ✓ Not be required to deposit personal funds with the Community, but if chooses to do so, funds in excess of $100 must be in an interest bearing account.

Rights relating to discharge and transfer from the Community: ***Each resident has a right to:***

- Remain in the Community unless:
  - ✓ discharge or transfer is necessary for the resident's welfare and the resident's needs cannot be met in the Community,
  - ✓ the safety or health of others in the Community is endangered;
  - ✓ the resident has failed to make required payment for his or her stay; or
  - ✓ the Community ceases to operate.
- Reasonable accommodation of needs to avoid transfer unless resident agrees to move;
- Prior to admission, a full disclosure in writing of the Community's requirements for advance notice for leaving the Community;
- Full disclosure must be given in writing prior to admission as to what portion of the deposits, admissions fees, prepaid charges or minimum stay fees will be refunded if the resident leaves the Community;
- Be notified in writing at least 30 days before the Community transfers or discharges a resident and be given the reason for the discharge;
- Be given sufficient preparation and orientation for the move;
- Be notified of transfer/discharge in writing as soon as practical when:
  - ✓ health or safety of individuals in the Community is endangered;
  - ✓ required by resident's urgent medical needs; or
  - ✓ resident has not resided in the Community for 30 days.

- If the resident leaves the Community due to death, hospitalization or transfer to another Community for more appropriate care and does not return to the original Community:
  - ✓ the Community must refund any deposit or charges already paid, less the Community's per diem rate for the days the resident actually resided, reserved or retained a bed in the Community; and
  - ✓ the Community may retain an additional amount over its reasonable, actual expense incurred as a result of the move but not to exceed five days per diem charges.
- Refunds must be made within 30 days of the discharge.

Rights relating to notice of accepting Medicaid: ***Each resident has a right to:***

- Be notified if the Community does or does not accept Medicaid as a source of payment.

Rights relating to electronic monitoring equipment: ***Each resident has a right to:***

- Request the use of audio or video monitoring equipment.

This document is a summary of state law. Please review the specific law and regulations for a complete understanding of resident's rights in Washington State Long-Term care Facilities. Residents may review a photocopy of the state law, Chapter 70.129 RCW upon request at the Long-Term Care Community. Personal copies may be obtained from Residential Care Services in Olympia, or the State long Term Care Ombudsman Office.

FOR ASSISTANCE WITH PROBLEMS AND COMPLAINTS ABOUT VIOLATION OF RIGHTS, CARE AND SERVICE ISSUES, ABUSE, NEGLECT OR EXPLOITATION

WASHINGTON STATE OMBUDSMAN'S OFFICE.....1-800-562-6028
COMPLAINT HOT LINE..... 1-800-562-6078
AGING AND ADULT SERVICES ADMINISTRATION..... 1-800-422-3263
(nursing homes, assisted living, adult family homes licensing and regulations)