

**THE BELDEN HOUSE OF FORMATIVE CARE, INC.
606 HUMBOLDT STREET, SANTA ROSA, CA. 95404
LICENSE # 490109735**

ADMISSION AGREEMENT

The Belden House is an Adult Residential Care Facility of Formative Care, Inc., located at 606 Humboldt Street in Santa Rosa, California. The Belden House is licensed by the California State Department of Social Services. THE BELDEN HOUSE IS NOT LICENSED FOR, AND WILL NOT PROVIDE NURSING CARE.

This agreement sets forth mutually agreed terms under which,

_____, the financial provider, will monitor the delivery of all services, and reimburse the Belden House of Formative Care, Inc.
\$_____ per month.

Financial responsibility of the previously named source (financial provider) will remain until the resident leaves the facility, or a new Admission Agreement is completed.

Basic service and additional service fees are billed prior to the beginning of each month, and are due and payable by the 1st day of each month. A 5 % late fee will be assessed for payment received after the 5th day of each month.

The Belden House will provide the following basic services for:

Name of Resident

Social Security #

Birth Date

BASIC SERVICES:

- A. Fully furnished double occupancy bedroom, clean linen, private closet space.
- B. Nutrition to meet individual resident needs for three meals a day, and between meal nourishment or snacks.
- C. All consumable materials normally required for personal grooming and hygiene.
- D. Laundry facilities, and the necessary assistance to launder clothing and linen on a weekly basis.
- E. Transportation to all program activities and medical / dental appointments.
- F. Fresh bathroom towels and washcloths daily.

BASIC SERVICES:

- G. Assistance, as needed, to complete room cleaning on a weekly basis.
- H. A planned activity program including arrangements for utilization of available community resources.
- I. Notification to family and other appropriate person / agency of the resident's needs, and the services required to meet these needs.
- J. Continuous observation, care, and supervision, as required and necessary to safeguard the resident's well being.
- K. Assistance with bathing and activities of daily living as required.
- L. Assistance to meet all necessary medical and dental needs.
- M. Assistance as needed with self administration of prescribed and over-the-counter medication in accordance with the physician's instructions and applicable regulations.
- N. Bedside care for minor, temporary (less than five days) illness.

ADDITIONAL SERVICES (please list):

IMPORTANT ADDITIONAL INFORMATION:

- A. Adaptive equipment and assistive devices that will become the personal property of the resident are not covered under this agreement. Specific equipment and costs will be approved by the financial party prior to purchase.
- B. Residents will be assisted in meeting medical, and dental needs. However, payment of such is the responsibility of the resident's financial provider.

- C. Prior to admitting a developmentally disabled adult recommended by a Regional Center, the Administrator shall obtain from the Regional Center written certification which states that there was no objections to the placement by any persons specified in Welfare and Institutions Code Section 4803. The Residential Care Director will maintain a copy of this certification in the resident's record.
- D. The Administrator shall complete and maintain in the resident's record 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.
- E. Pursuant to Health and Safety Code Section 1564, residents residing in a Residential Care Facility within one (1) mile of an elementary school must sign a statement that they have never been convicted of a sex offense against a minor.

I have never been convicted of a sex offense against a minor. _____
Resident's Signature

MODIFICATION OF THIS AGREEMENT:

- A. If a resident requires additional services to meet their individual needs, a new monthly rate or surcharge will be negotiated with the financial provider.
- B. If rates are increased, the resident, authorized representative, and / or financial provider will be given at least 30 days written notice of the change.
- C. It shall be acceptable for agreements involving residents 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.

HOUSE RULES:

The following rules are established to provide a safe and comfortable environment for all residents. Failure of the resident to adhere to these rules will result in disciplinary action following the procedural outline.

- A. Residents will adhere to all federal, state, and local laws.
- B. Possession or use of the following is prohibited:
1. Alcohol
 2. Drugs or medication not prescribed by your physician.
 3. Over-the-counter medication without written authorization and directions for use from your physician.

4. Firearms or other potentially dangerous weapons.
- C. Residents will not interfere with any of the prescribed personal rights of other residents.
- D. Residents have authorization to leave the facility under the following guidelines:
1. In the presence of a staff member when, for their safety, such a need has been established in the resident's Needs and Service Plan.
 2. In the presence of an authorized family member or authorized representative.
 3. Independently when deemed safe by the Needs and Service Plan.
 4. Prior to departure, the resident must complete an Resident Pass and Medication Acknowledgement Form.
 5. Prior to departure, the resident must document the following information on the resident pass board:
 - a. Their name
 - b. Their destination
 - c. The date and time of their departure
 - d. The date and time of their return

* Formative Care, Inc. is not responsible for residents when they are away from the facility without direct supervision from North Coast Rehabilitative Services employees.

- E. Residents wishing to engage in sexual activity within the boundaries of the Belden House must first meet with the Administrator, and legal guardian / conservator if applicable, to ensure that the following issues are addressed:
1. Voluntariness of the desired activity.
 2. Avoidance of harm.
 3. Avoidance of exploitation.
 4. Avoidance of abuse.
 5. Ability to stop interactive behavior when desired.
 6. Appropriateness of time and place.

Documentation of this meeting is mandatory, and will be maintained in the resident's file.

- F. Residents are responsible for reimbursing the Belden House for all long distance phone calls.
- G. Family members, significant others, children, friends, and all other visitors are not permitted at the facility past 10:00 pm unless advance arrangements are discussed with, and agreed upon, by the Administrator.
- H. Smoking is not permitted inside the facility. Smoking is permitted in designated outdoor areas only.

- I. We do not establish a bedtime for residents. However, if a resident does not demonstrate good judgment in determining the necessary time to go to sleep, as evident by their difficulty waking up and engaging in daily activities, an individual bedtime may be established and implemented.
- J. All electrical items must be checked for safety, and approved by the Residential Care Director, prior to being brought into the facility.
- K. No medication, food, or beverages may be brought into the facility without the knowledge and approval of the Administrator.

DISCIPLINARY ACTION IN RELATION TO HOUSE RULES:

- A. Federal, state, or local law infractions:
 - 1. The Administrator, or designee, will notify the appropriate authorities to initiate legal action.
 - 2. The Resident will be subject to the disciplinary action as established by federal, state, and / or local law.
 - 3. The Administrator will determine the appropriate action, which may include the implementation of the eviction procedures, depending on the severity of the situation.
 - 4. Should the Administrator determine that eviction is not the appropriate course of action, the resident will be counseled by the Administrator. Written notification will be given to the resident, their authorized representative, and / or financial provider stating that an additional incident may result in eviction.
- B. Possession or use of alcohol, drugs or medication not prescribed by your physician, over-the-counter medication without written authorization and directions for use from your physician, firearms or other potentially dangerous weapons.
 - 1. The Administrator, or designee, will notify the appropriate authorities to initiate legal action.
 - 2. Request for immediate surrender of the alcohol, drug, medication, or potentially dangerous weapon to the Administrator or designee.
 - 3. The Administrator will determine the appropriate action, which may include the implementation of the eviction procedures, depending on the severity of the situation.

4. Should the Administrator determine that eviction is not the appropriate course of action, the resident will be counseled by the Administrator. Written notification will be given to the resident, their authorized representative, and / or financial provider stating that an additional incident may result in eviction.
- C. Interference with any of the prescribed personal rights of other residents.
1. The Administrator will determine the appropriate action, which may include the implementation of the eviction procedures, depending on the severity of the situation.
 2. Should the Administrator determine that eviction is not the appropriate course of action, the resident will be counseled by the Administrator. Written notification will be given to the resident, their authorized representative, and / or financial provider stating that an additional incident may result in eviction.
- D. Departure from the facility without designated supervision, without completing all authorized pass requirements, and / or failure to return to the facility at the designated time. A 15 minute grace period will be allowed on return schedules, or the resident may call the facility and receive approval for extended time.
1. The Administrator will meet with the resident to review the situation and determine the facts. If in review, the Residential Care Director determines that the resident needs a higher level of supervision, the Needs and Service Plan will be adjusted accordingly.
 2. The Administrator will determine the appropriate action, which may include the implementation of the eviction procedures, depending on the severity of the situation.
 3. Should the Administrator determine that eviction is not the appropriate course of action, the resident will be counseled by the Administrator. Written notification will be given to the resident, their authorized representative, and / or financial provider stating that an additional incident may result in eviction.
- E. Sexual activity or behavior not in compliance with House Rule E.
1. If necessary, the Administrator, or designee, will notify the appropriate authorities to initiate legal action.
 2. The Resident will be subject to the disciplinary action as established by federal, state, and / or local law.

3. The Administrator will determine the appropriate action, which may include the implementation of the eviction procedures, depending on the severity of the situation.
 4. Should the Administrator determine that eviction is not the appropriate course of action, the resident will be counseled by the Administrator. Written notification will be given to the resident, their authorized representative, and / or financial provider stating that an additional incident may result in eviction.
- F. Failure of the resident to pay for long distance telephone calls.
1. Use of the telephone for long distance calls will be restricted until the resident reimburses the facility for all previous long distance calls.
- G. Violation of Formative Care, Inc. visitation policy as stated in House Rule G.
1. The Administrator will determine the appropriate action, which may include the implementation of the eviction procedures, depending on the severity of the situation.
 2. Should the Administrator determine that eviction is not the appropriate course of action, the resident will be counseled by the Administrator. Written notification will be given to the resident, their authorized representative, and / or financial provider stating that an additional incident may result in eviction.
- H. Violation of House Rule H. relating to the prohibition of indoor smoking and designated smoking areas.
1. The Administrator will determine the appropriate action, which may include the implementation of the eviction procedures, depending on the severity of the situation.
 2. Should the Administrator determine that eviction is not the appropriate course of action, the resident will be counseled by the Administrator. Written notification will be given to the resident, their authorized representative, and / or financial provider stating that an additional incident may result in eviction.
- I. Violation of House Rule J. relating to electrical safety.
1. Request for immediate surrender of the electronic device to allow the Administrator the opportunity to check the item for safety, and approve it for use within the facility.

2. The Administrator will determine the appropriate action, which may include the implementation of the eviction procedures, depending on the severity of the situation.
 3. Should the Administrator determine that eviction is not the appropriate course of action, the resident will be counseled by the Administrator. Written notification will be given to the resident, their authorized representative, and / or financial provider stating that an additional incident may result in eviction.
- J. Violation of House Rule K. relating to the prohibition of medication, food, or beverages brought into the facility without the knowledge of the Residential Care Director.
1. Request for immediate surrender of the medication, food item, or beverage to allow the Administrator the opportunity to evaluate the item for safety and / or compliance to possible dietary restrictions of the resident.
 2. The Administrator will determine the appropriate action, which may include the implementation of the eviction procedures, depending on the severity of the situation.
 3. Should the Administrator determine that eviction is not the appropriate course of action, the resident will be counseled by the Administrator. Written notification will be given to the resident, their authorized representative, and / or financial provider stating that an additional incident may result in eviction.

EVICTION PROCEDURES:

- A. The Administrator may, upon thirty (30) days written notice, evict a resident for one or more of the following reasons:
1. Nonpayment of the rate for basic services within ten days of the due date.
 2. Failure of the resident to comply with federal, state, or local law after receiving written notice of the alleged violation.
 3. Failure of the resident to comply with the House Rules that are for the purpose of making it possible for residents to live together.
 4. The inability of the facility to meet the resident's needs. A Needs and Service Plan modification must have been performed, as specified in applicable regulations, which determined that the resident's needs cannot be met by the facility and the resident has been given the opportunity to relocate as specified in applicable regulation.

5. The resident refuses to comply with his / her Restricted Health Condition Care Plan, if any, as specified in applicable regulations.

* I agree to comply with my Restricted Health Condition Care Plan developed for me as specified in applicable regulations. _____

Resident's Signature

6. The resident refuses to comply with his / her Needs Service Plan as specified in applicable regulations.

* I agree to comply with my Needs and Service Plan developed for me as specified in applicable regulations. _____

Resident's Signature

7. Change of use of the facility.
- B. The Administrator shall obtain prior written and / or documented telephone approval from the Department of Social Services to evict a resident upon three (3) days written notice to quit and upon a finding of good cause.
 1. Good cause exists if the resident engages in behavior that threatens the mental and / or physical health or safety of himself / herself or others in the facility.
 2. Failure of the Department of Social Services to reply to the request for approval within two (2) working days shall be considered approval.
 - C. The notice to quit shall state the reason for the eviction, with specific facts supporting the reason for the eviction, including the date, place, witnesses, if any, and circumstances.
 - D. When serving the resident with either a thirty (30) day or a three (3) day notice to quit, the Administrator shall, on the same day, overnight mail or fax a copy of the notice to the resident's authorized representative, and financial provider.
 - E. The Administrator shall mail or fax to the Department of Social Services a copy of the 30 day written notice in accordance with (A.) above within five (5) days of giving the notice to the resident.
 - F. Upon the request of a resident or his / her authorized representative or responsible person, the Department of Social Services will investigate the reasons for the eviction pursuant to the applicable provisions of the Health and Safety Code.

CONDITIONS UNDER WHICH THIS AGREEMENT MAY BE TERMINATED:

- A. Automatic termination upon the death of a resident. No liability or debt shall accrue after the date of death.
- B. Completion of eviction procedures as outlined above.
- C. Discharge from the facility including:
 - 1. Graduation from the program.
 - 2. Transfer of the resident to a medical facility.
- D. Withdrawal or departure from the facility by the resident. In this case, the resident, and / or the resident's authorized representative, and / or the resident's financially provider is required to give the Belden House thirty (30) days written notice of intent to terminate this agreement.

INSPECTION AUTHORITY OF THE DEPARTMENT OR LICENSING AGENCY:

- A. The Department of Social Services or licensing agency shall have the inspection authority specified in Health and Safety Code Sections 1533, 1534, and 1538.
- B. The Department of Social Services or licensing agency shall have the authority to interview residents, facility staff members, and to inspect and audit resident or facility records without prior consent.
 - 1. The Administrator shall make provisions for private interviews with any resident, or any facility staff member; and for the examination of all records relating to the operation of the facility.
- C. The Department of Social Services or licensing agency shall have the authority to observe the physical condition of the resident, including conditions which could indicate abuse, neglect, or inappropriate placement, and to have a licensed medical professional physically examine the resident.

Your Signature below as “Resident, Authorized Representative, or Financial Provider” indicates that you have read, or have had read to you, understand, agree to abide by the provisions of this agreement, and enter into this agreement voluntarily.

Resident’s Signature

Date

Resident’s Authorized Representative (1)

Date

Resident’s Authorized Representative (2)

Date

Resident’s Financial Provider

Date

Administrator / Licensee

Date