

## Adult Family Home / Assisted Living Facility / Enhanced Services Facility Admission Agreement(s) Attestation

Refer to Chapter 70.129 RCW and Chapter 388-76 WAC (AFH), Chapter 388-78A WAC (ALF), or Chapter 388-107 (ESF)

- **The use of this attestation form is voluntary.**
- **The information on a single attestation form will apply to all admission agreements between your facility and residents currently receiving licensed Adult Family Home, Assisted Living Facility, or Enhanced Services Facility services.**
- **As used in this document, the term “admission agreement” includes the admission contract(s) and all attachments, enclosures or material referenced in an admission agreement (e.g., separate price list, handbook of facility rules).**
- **Licensees should consult with their attorneys regarding any specific interpretation of relevant laws.**

Procedures for Licensee:

1. Review your admission agreement(s) and all referenced documents to ensure compliance with applicable requirements.
2. Complete, sign and date a single attestation form. Note that *brief clarification* has been requested for some responses.
3. File the completed attestation form with a copy of your current admission agreement(s) and a copy of each of the documents referenced in your admission agreement(s). This information must be available to HCLA licensors and complaint investigators upon request.
4. Update and sign the attestation form or complete a new attestation form whenever there are changes to your admission agreement(s) and/or the referenced documents. File a copy of the updated material with the attestation form.
5. If you choose to complete an attestation form, HCLA will review it during annual inspections. HCLA may review the admission agreement(s) and related documents in response to identified concerns (e.g., as a result of reviewing the attestation form, a complaint investigation, etc.)
6. If an attestation form has not been completed, HCLA will review your admission agreement(s) and related documents during an initial inspection. Review of any subsequent changes to admission agreement(s) will occur during re-inspection.

**Please answer the following:**

1. Is your admission agreement written in a language and a manner that can be easily understood by residents and their representatives (e.g., non-English if necessary, large type for visually impaired residents, not full of complex legal jargon)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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If no, please explain:

2. Does your admission agreement clearly state the specific services, items, and activities that are customarily available in your facility (or can be arranged by the facility)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If no, please explain:		
3. Does your admission agreement clearly state the charges for each service, item and activity customarily available in your facility?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If no, please explain:		
4. If your facility's charges are based upon the "level of service" required, does your admission agreement clearly identify the criteria by which a resident will be classified into a service level and the charges for that service level?	Yes <input type="checkbox"/> N/A <input type="checkbox"/>	No <input type="checkbox"/>
If no, please explain:		
5. Does your admission agreement clearly inform residents what they must pay on a weekly or monthly basis and what specific services and items they will receive for that payment?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If no, please explain:		
6. Does your admission agreement fully disclose the amount and purpose of any admission fees, deposits, minimum stay fees, or other prepaid charges including rent?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If no, please explain:		
7. Does your admission agreement disclose how much advance notice the resident must give prior to leaving the facility in order to receive a refund of any admission fees, deposits, minimum stay fees, or other prepaid charges, including rent?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If no, please explain:		
8. Does your admission agreement clearly explain, consistent with RCW 70.129.150(1), what refunds will be paid if the resident dies, is hospitalized, or transfers to a different facility for more appropriate care?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If no, please explain:		

9. Does your admission agreement have separate provisions, consistent with Medicaid rules, regarding deposits, fees, and other prepayments for residents supported by Medicaid?	Yes <input type="checkbox"/> N/A <input type="checkbox"/>	No <input type="checkbox"/>
If no, please explain:		
10. Does your admission agreement fully inform each resident of their rights as a resident in a long term care facility in a language the resident can understand?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If no, please explain:		
11. Does your admission agreement clearly inform each resident of the facility's rules and policies regarding resident conduct?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If no, please explain:		
12. Does your admission agreement limit in any way the amount of money or valuables the resident may have in the facility?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please explain:		
13. Does your admission agreement require or request residents to sign any waivers of potential liability for injuries to the resident or damage to / loss of the resident's personal property?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please explain:		
14. Does your admission agreement, including any rules regarding resident conduct, require or request the resident to give up or limit any rights (e.g., a clause requiring the resident to agree to settle all disputes through mediation or arbitration, or a clause requiring the resident to be back in the facility by a certain time each night)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please explain:		
15. Does your admission agreement require that the resident appoint a durable power of attorney or other substitute decision-maker?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please explain:		

16. Does your admission agreement restrict or limit visitation in any way?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please explain:		
17. Is your admission agreement free of any requirement that prevents the resident from contacting the State Long Term Care Ombudsman or Home and Community Living Administration (HCLA) complaint hot line or licensing office to report complaints (e.g. <u>requiring</u> a resident to allow the facility to handle complaints before contacting ombudsman or HCLA)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If no, please explain:		
18. Does your admission agreement limit the resident's right to self-determination (e.g., bedtimes, refusing medications, refusing baths, etc.)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please explain:		
19. Does your admission agreement include any reasons that the facility might transfer or discharge the resident other than: (1) the transfer or discharge is necessary for the resident's welfare and the resident's needs cannot be met in the facility; (2) the safety of individuals in the facility is endangered; (3) the health of individuals in the facility would otherwise be endangered; (4) the resident has failed to pay; or (5) the facility ceases to operate?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please explain:		
20. Do you provide residents with a copy of their signed admission agreement?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If no, please explain:		
<b>Home and Community Based Settings Medicaid Only</b>		
1. Do you provide residents whose care is paid through Medicaid with a "residency agreement" as defined in WAC 388-76-10506, WAC 388-78A-2651 and WAC 388-107-0281? (This may be included as part of your admission agreement.)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If no, please explain:		

<p>2. "Does your residency agreement require the facility to:</p> <p>a. Agree to comply with the long-term care residents rights statute transfer and discharge requirements pursuant to RCW 70.129?</p> <p>b. Provide notice to residents before transfer and discharge that includes information about available legal resources and notice that, subject to legislative appropriation, residents have the right to legal counsel at public expense upon notice of transfer or discharge?"</p>	<p>Yes</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
<p>If no, please explain:</p>		
<p align="center"><b>Please Read Carefully and Sign</b></p>		
<p><b>I declare that the answers I have given to the above questions are true.</b></p> <p><b>I have read Washington's Long-Term Care Resident Rights Law, RCW chapter 70.129, and the applicable WACs for my facility type. The resident admission agreement(s) used at the facility I represent complies with all the requirements of this law.</b></p>		
<p>Signature of Licensee or Licensee's Authorized Agent</p>	<p>Date</p>	
<p>Printed Name</p>	<p>Telephone Number</p>	
<p>Title</p>		
<p>Facility Name</p>		
<p>Facility Address</p>		
<p>This attestation form remains current, to include the following changes:</p>		
<p>Date</p>	<p>Brief Description</p>	<p>Signature of Licensee or Authorized Agent</p>
