ELLA BESAW CENTER POLICY

Department: Administration **Review Date:** _____
Policy Title and #: Admission Agreement #003 **Effective:** 12/19/2023
Supersedes: None

REVIEW/APPROVAL PROCESS	
LEGAL: 11-29-2023	**TRIBAL COUNCIL: 12/19/2023**

Purpose: To comply with DHS 83.29, and provide the prospective resident, including persons admitted for respite care, or the resident's legal representative, a transparent disclosure of all services offered by the Ella Besaw Center (herein after Community Based Residential Facility or CBRF) and the charges for those services to each resident.

Policy: The Ella Besaw Center ("CBRF") will provide an admission agreement to each prospective resident before or at the time of admission to the CBRF. The prospective resident, and/or their guardian or legal representative, must sign a completed admission agreement prior to or at admission.

Definitions:
Frail Elderly- 55 years and older.
Legal Representative: valid health care or financial power of attorney agent.

Procedure:

1. Specifications:
   A. The CBRF will have a written Admissions Agreement with each resident and with each respite care resident.
   B. The agreement shall be completed and signed prior to or at admission.
   C. The agreement will be dated and signed by the administrator or the manager designee and by the resident, the resident's guardian or legal representative.
   D. The CBRF shall give the resident of the resident's legal representative a 30-day written notice of any change in services available or in charges for services that will be in effect for more than 30 days.
   E. A copy of the admission agreement will be provided to all parties who signed the agreement.
   F. A copy of the admission agreement will be kept on file at the Ella Besaw Center.
   G. The agreement, in accordance with DHS 83.29(2) will specify all the following:
      1. Accurate description of basic services provided, the rate charged for those services, the method of payment and when the payment is due.
      2. Information about all additional services offered, but not included in the basic services. The CBRF will provide a written statement of the fees charged for each of these services.
      3. The method for notifying residents of a change in charges for services.

4. The admission agreement will contain not just the general information about services and costs but shall also include information specific to the resident. Typically, the list of services to be provided to the resident will be based on a pre-admission assessment if performed.
5. Terms for resident notification to the CBRF of voluntary discharge. This paragraph does not apply to a resident in the custody of a government correctional agency.
6. Terms for refunding charges for services paid in advance, entrance fees, or security deposits in the case of transfer, death or voluntary or involuntary discharge.
7. A statement that the amount of the security deposit may not exceed one month's fees for services, if a security deposit is collected.
8. Terms for holding and charging for a resident's room during temporary absence, also referred to as a Bed-Hold Fee. This paragraph does not apply to a resident in the custody of a government correction agency.
9. Reasons and notice requirements for involuntary discharge or transfer, including transfers within the CBRF. This paragraph does not apply to a resident in the custody of a government correctional agency.
10. Rent/Fees - The basic daily or monthly rental rate which includes meals.