AFC – RESIDENT CARE AGREEMENTRevised with Cretsinger Care Homes, Ltd. Lease Agreement

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| Resident Name: | Name of Home: | License Number: |
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| Street Address: | City, State and Zip Code: | Date of this agreement: |
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 [ ]  = to be completed by Cretsinger Care Homes, Ltd. [ ]  and [ ]  = to be completed by Resident

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This agreement to provide adult foster care for (Resident’s name)

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is made between **Cretsinger Care Homes Ltd**. and (Resident/Guardian)

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| * This agreement is required to be completed at the time of a resident’s admission, reviewed annually, and updated as needed to reflect changes.
* This agreement is to be completed by the licensee in cooperation with the resident or his/her designated representative and theresponsible agency, if applicable. **Designated representative means** that person or agency which has been granted written authority,by a resident, to act on behalf of the resident or which is the legal guardian of a resident. **Acceptable written authority includes** ordersof guardianship or conservatorship, powers of attorney, durable powers of attorney, or other documents executed by the resident thatspecify the relevant scope of authority. If a resident’s designated representative signs this agreement, a copy of the signer’s writtenauthority is to be maintained in the resident’s file at the AFC home.
* A resident shall be provided care and services as stated in this resident care agreement and the resident’s assessment plan
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**Licensee Cretsinger Care Homes, check all boxes that apply:**

[ ]  I have provided the resident with a copy of the AFC Resident Rights and agree to respect and safeguard these rights.

[ ]  I agree to provide personal care, supervision and protection, in addition to room and board, and to assure the availability of transportation services as indicated in this agreement, the resident’s written assessment plan, and the resident’s health care appraisal as defined by the act.

[ ]  I agree to abide by all licensing rules.

[ ]  I agree to follow the discharge and refund policy as outlined in this document.

**Resident and Designated Representative (if applicable) agree to all of the following as terms of receiving adult foster care services provided by Cretsinger Care Homes, Ltd. at the above referenced address:**

**A. FEE**  I agree to pay Cretsinger Care Homes, Ltd. the basic fee of $ on a monthly basis. Payment is due in full on or before the 7th of the month. Payment must be made out to Cretsinger Care Homes, Ltd. and mailed to Cretsinger Care Homes, PO Box 279, Battle Creek MI 49016.

 **Fee includes**:

* [ ]  Shared room OR [ ]  Private room
* **Transportation** by licensed staff to local medical appointments and recreational outings when available. Due to shared transportation services, I understand that pre-planning is necessary and that there may be times when transportation is not available. I understand that I may secure additional transportation services at my own expense through local public transportation. Staff will assist in making arrangements as needed.
* **Direct care staff** awake and on-site 24 hours per day to assist with personal care, protection, supervision, progress toward personal goals and guidance toward appropriate behavior as set forth in plans established by my responsible agency.
* **Three meals and two snacks daily** prepared in accordance with national dietary guidelines and in accordance with my physician ordered dietary restrictions. Cretsinger Care Homes will purchase and provide an available substitute such as a sandwich. I am free to purchase other food and have it at my leisure. To protect against pests, I understand that food must be stored and prepared in the assigned areas of the home, typically the kitchen, dining room and pantry.
* **Laundry Options:**

[ ] I would like staff to wash, fold and return my laundry. **OR**

[ ]  I would like to wash, fold and take care of my own laundry and will accomplish this based on the availability of laundry facilities indicated below.

[ ]  Laundry facilities are available on site. Staff will assist me as needed to wash my own laundry. OR

[ ]  Laundry facilities are not available on site. I will take my laundry to a laundromat. Transportation may or may not be available as outlined above. When scheduled, staff will provide required assistance. The expense to operate the machines at the laundromat will be at the resident’s expense.

* **Medication administration** is provided by trained direct care providers. All medications, including over the counter medications, are kept locked up and dispensed per physician orders.

 **Late fees:** In the event that any fee for service is not paid by the start of the 8th day of each month, Resident shall payto Cretsinger Care Homes, Ltd., in addition to such payment, an initial late fee of 5% of the monthly fee amount. Requests for late payments must be addressed to Licensee Bob Cretsinger, (269) 579-7512.

**B. CARE** By choosing to live in this home, I understand that all direct care staff and management are hired and employed by Cretsinger Care Homes. If I want direct care services provided by another agency, I understand that I will have to move to a home not operated by Cretsinger Care Homes, Ltd.

[ ] I do NOT require assistance in bathing, dressing, toileting or personal hygiene as outlined in my Adult Foster Care Resident Assessment Plan. **OR**

[ ] I agree **OR** [ ]  I do NOT agree to receive assistance in bathing, dressing or personal hygiene by a direct care provider of the opposite sex, if a member of the same sex is not available.

**C. ADULT FOSTER CARE LICENSING COMPLIANCE**

* I agree to provide all required resident information to Cretsinger Care Homes, Ltd., including a current health care appraisal at the time of admission, annually and if my condition changes.
* I agree to participate in all required fire and emergency drills as required by LARA and conducted by the licensee.
* I agree to keep my living space in a manner that is compliant with Fire Safety Rules, Health Department guidelines and acceptable to other governing agencies.

**D. FUNDS AND VALUABLES** Cretsinger Care Homes, Ltd. has a safe on site and is willing to hold and safeguard personal funds up to $200 per resident.

[ ]  I agree to entrust funds to the licensee and have the management staff account for financial transactions on my behalf. Expenditures of my personal funds over the amount of $ require my prior written approval.

 [ ]  I do NOT agree to entrust funds to the licensee for safekeeping.

 [ ]  I agree to entrust the following valuables to the Licensee for safekeeping:

**Cretsinger Care Homes, Ltd. is not responsible for funds or valuables not put into our safe.**

**E. CABLE TELEVISION** is provided by Licensee in all public areas. Cable service to your bedroom

 [ ]  is included

 [ ]  is not included. Resident is responsible for set up and billing with local cable provider.

**F. ACCESSIBILITY** The property contains areas that are used for storage and meeting spaces for the property owner. These areas are not accessible to residents/tenants as part of this lease and are protected by locked doors. The rental areas of the home are free of gates, locked doors or other ways to block individuals from entering or exiting common areas of the home.

**G. OCCUPANCY** Only the person designated in this agreement may reside at the premises. This Adult Foster Care home is licensed for residents. All occupants must be accepted by Cretsinger Care Homes, Ltd. as residents and have completed all required documentation required by the State of Michigan for licensed adult foster care homes. Cretsinger Care Homes, Ltd. will accommodate guests in special circumstances such as illness or hospice as licensure allows.

**H. PRIVACY/LOCKS**

* All bathroom doors have locks. Direct care providers will respect my privacy when I am in the bathroom unless 1) my assessment plan and B above indicate my need for assistance or 2) there is an evident indication that my safety might be at risk.
* A lock on my bedroom door is my choice.

 [ ]  I do NOT want a lock on my bedroom door because (Initial )

 **OR** [ ]  I DO want a lock on my bedroom door. I will receive 1 (one) key from Cretsinger Care Homes. On or before the date of move out, resident must return key. If resident loses keys, Cretsinger Care Homes, Ltd. will provide an extra key at the cost of $10 per key. If the lost key necessitates changing the locks, resident will be charged $50 for the new lock and replacement key. (Initial )

* Regardless of locks, direct care providers will respect my privacy when I am in my bedroom unless 1) my assessment plan and B above indicate my need for assistance, 2) there is evident indication that my safety or that of my roommate might be at risk.

**I. DAMAGES**

Resident is responsible for the care of the premises, furnishings and belongings of others and any damages caused by accidental, negligent or wrongful acts by the resident or resident’s guests. The resident agrees to replace, at their own expense, or to reimburse Cretsinger Care Homes, Ltd. for all losses, breakage or damage that occur for which they are responsible. This does not include damages incurred through normal wear and tear of the property or furnishings, which is the responsibility of Cretsinger Care Homes, Ltd.

**J. PETS** No pets may reside on the property. Pets are welcome to visit provided all of the following:

* Licensee is provided with a copy of vaccination records indicating that pet is current on vaccinations for rabies, distemper parvo and Bordetella.
* Pet must be house broken (potty trained). Resident will assure removal of any feces from the yard.
* No other residents suffer from allergies.
* Resident accepts full financial responsibility and agrees to pay for all costs involved in repairing any damage pet may cause.
* Pet must be kept on a leash and away from those who do not want interaction with it.
* Cretsinger Care Homes, Ltd. may limit the number of pets on site at any one time.

**K. SMOKING** is prohibited inside the building. Designated areas are provided outside. Cigarette butts must be properly disposed of.

**L. SUMMARY OF RESIDENT RIGHTS: DISCHARGE AND COMPLAINTS**

 By choosing to live in this home, I am living in a licensed Adult Foster Care home, and as such have certain rights. These rights are protected under state licensing laws. Some rights help protect me against being wrongfully discharged from this home. Following is an overview of some of my rights as a resident of an Adult Foster care home.

 **Disclaimer:** I may have additional rights as a resident of a licensed setting. My full rights are outlined in the state licensing rules, which can be reviewed at <http://www.michigan.gov/lara> >>Community and Health Systems >>Covered Providers >> Adult Foster Care >> Licensing Rules and Statutes.

 **Written Agreement:**

 Cretsinger Care Homes, Ltd. must sign a written agreement with me, which must include all of the following. Resident, please check each box for information included in or attached to this document.

 [ ]  A list of services that you will receive in the home (Program Statement, attached)

 [ ]  A description of your rights and responsibilities as a resident (this document; Resident Rights, attached)

 [ ]  A description of the process for being admitted and discharged from the home (this document; Admission Policy, attached)

 [ ]  A description of the fees that you must pay as a resident of the home (this document)

 [ ]  Cretsinger Care Homes, Ltd. has provided me with copies of this Care Agreement, as well as the attached documents referenced above. (Initials )

 **Discharge and Complaint Process:**

Cretsinger Care Homes, Ltd. can only discharge me from this home for certain reasons. Cretsinger Care Homes, Ltd. must follow a specific process to discharge me. If I believe that I have been wrongfully discharged from this home, I may contact the Department of Licensing and Regulatory Affairs to file a complaint. The Department may be able to help me return to this home. The discharge and complaint process is outlined below.

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| **Regular Discharge Process** | Cretsinger Care Homes, Ltd. must notify me 30 days in advance of the discharge date. The notice must be written and include a reason for discharge. I must be given a copy of the written notice.  |
| **Emergency Discharge Process****Emergency Discharge Process (continued)** | This process can only be initiated when there is any one of the following:* A substantial risk to me due to the inability of this home to meet my needs or assure the safety and well-being of other residents of this home
* A substantial risk, or an occurrence, of self-destructive behavior
* A substantial risk, or an occurrence, of serious physical assault
* A substantial risk, or an occurrence, of the destruction of property

Cretsinger Care Homes, Ltd. must provide me with written notice at least 24 hours in advance. This notice must include * an appropriate reason for emergency discharge, including the specific nature of the substantiated risk
* the alternatives to discharge that have been attempted by Cretsinger Care Homes, Ltd.
* the location to which I will be discharged, once it is determined by the responsible agency or Adult Protective Services

 I cannot be discharged by Cretsinger Care Homes, Ltd. unless there is BOTH* Approval from my responsible agency OR Adult Protective Services
* Another setting available that can meet my needs
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**M. VOLUNTARY MOVE OUT**

 A 30 day written notice must be submitted to Licensee Bob Cretsinger or Administrator Renee Kelly if a resident chooses to move out. Payment will be expected until the 30th day after the written notice is received.

* In the event of hospitalization for a condition requiring emergency or acute care, the resident's room will be considered reserved at the normal daily rate unless and untilCretsinger Care Homes, Ltd. is notified in writing that the resident will not be returning.

**N. REFUNDS** Refunds are calculated based on a daily rate. (Monthly fee x 12 months divided by 365 days.)

Refunds will be paid by check to the resident’s legal payee within 14 business days after living arrangement has terminated.

 Refunds will be granted by Cretsinger Care Homes, Ltd. when:

* Cretsinger Care Homes, Ltd. has given a 30 day discharge notice to resident. Payment will be due until the 30th day after written notice is received. Any payments received for services beyond the 30th day or the actual move out date, whichever comes later, will be refunded.
* Cretsinger Care Homes, Ltd. has given an emergency discharge. Any payments for services beyond the actual move out date will be refunded.
* A resident has issued a 30 day notice of voluntary move out. Any payments received for services beyond the 30the day or the actual move out date will be refunded.
* In the event of hospitalization for a condition requiring emergency or acute care, refund will be granted from the date that Cretsinger Care Homes, Ltd. receives written notice that the resident will not be returning.
* A resident passes away.

**SIGNATURES**

**Resident Date**

**Designated Representative Title (Guardian, DPOA) Date**

**Responsible Agency Representative Agency Name Date**

**Licensee Designee Bob Cretsinger Date**