

**\*\*\*DRAFT - NOT FOR FILING\*\*\***

5122-30-24 ~~Provision of room and board~~ Resident agreement.

(A) The provisions of this rule are applicable to each residential facility ~~providing room and board service.~~

(B) The provision of room and board, accommodations, supervision, and personal care services shall be consistent with the requirements for licensure and shall be specified in a written residential resident agreement executed between the operator and each resident, or guardian/custodian prior to residency. The agreement shall be signed and dated by the operator or his/her designee, and the prospective resident or guardian/custodian. If the prospective resident is physically unable to sign and consent, another individual designated by the prospective resident shall sign. The facility shall provide both the prospective resident and any other individual signing on his or her behalf with a copy of the agreement and shall explain the agreement to them.

(C) The provisions of accommodations, supervision and personal care services shall be specified in a resident agreement.

(1) Specifications of accommodations provided in a class one or class two facility or room and board provided in a class three facility.

(2) Supervision and personal care services available to a resident in a class one or class two facility.

(3) Specification of the monthly charges to the resident, and any additional itemized fees.

The operator may not charge an additional fee beyond the standard monthly charges for room and board (sleeping and living space, meals or meal preparation, laundry services, housekeeping services, or any combination thereof), personal care services if applicable, and basic cable service if offered. If the operator charges an additional fee for internet or cable service beyond basic cable, each resident must have the option of whether to agree to such a charge, and the total charges to all residents may not exceed the actual cost charged to the facility by the cable or internet provider for the internet or additional cable service.

For a resident receiving residential state supplemental payment, specification that the monthly charge for room and board, supervision and personal care services shall not exceed the amount specified in Chapter 5122-36 of the Administrative Code.

~~(5)~~ (4) Provisions concerning refunds of resident's monthly charges in the event of the resident's absence from the facility.

~~(6)~~ (5) Specification of security deposit required, if any, and the terms for refunding same to the resident in the event of the resident's discharge or transfer from the facility.

~~(7)~~ (6) A statement that no charges, fines, or penalties will be assessed against the resident other than those stipulated in the agreement.

~~(8)~~ (7) Provision for thirty day prior verbal and written notification for increasing monthly charges.

~~(9)~~ (8) A copy of procedures to be used for the referral of a resident with mental illness for mental health evaluation and services and the role of the facility regarding the resident's receipt of appropriate services from mental health providers, as applicable if the facility accepts persons with mental illness for admission.

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~~(10)~~ (9) Any facility policies the resident must follow, including smoking policy or "house rules" if applicable. The facility may include the policy or house rules in the resident agreement, or make reference in the agreement that the resident must follow the facility's written policies or rule, which shall be posted in an area accessible to all residents and readily visible.

No house rule or facility policy, or portion therein, shall conflict with resident rights established by rule 5122-30-22 of the Administrative Code.

~~(11)~~ (10) A statement that, except for provider agency managed payeeship programs when the provider agency is the operator of the class one facility, at no time shall the staff or operator of a facility assume payeeship for a resident's income, require income checks to be signed over to or be cashed by facility staff, nor in any manner establish controls over the handling of any resident's funds.

Nothing stated herein shall be construed to entitle any resident to not pay incurred costs of room and board as stated in the resident agreement. Nothing in this rule shall preclude individualized treatment plan or personal care specific requirements, e.g. - budgeting skills, or a facility policy and procedure to safeguard client funds upon their request.

An employee of a class one facility that has a previously established legal relationship to a resident, e.g. parent, spouse or child, may serve as a guardian or payee for the resident if permitted by facility policy.

~~(12)~~ (11) For a class three facility, a statement that the facility is not permitted to monitor, supervise, administer or assist in the self-administration of medication to any resident, and shall not lock, store, secure or otherwise be responsible in any way for a resident's medication, and that residency in the facility shall not be contingent upon taking medication.

~~null The provision of room and board shall be consistent with the requirements for licensure and shall be specified in a written residential agreement executed between the operator and each mental health resident, or guardian/custodian prior to residency. The residential agreement shall include, but may not be limited to, the following:~~

~~null Specification of the monthly charges to the resident for room and board, and any additional itemized fees;~~

~~null Specification of security deposit required, if any, and the terms for refunding same to the resident;~~

~~null Provisions concerning refunds of resident's monthly charges in the event of the resident's absence from the facility;~~

~~null Provision for thirty day prior verbal and written notification for increasing monthly charges; and~~

~~null Provision for visitors and communication in accordance with all requirements of rule 5122-30-22 of the Administrative Code.~~

~~(C) (C) The affiliating agency shall assure that the terms of the residential agreement for type 2 and 3 residential facilities are consistent with the affiliation agreement. If any provision of either the residential agreement or the affiliation agreement is inconsistent with, or in violation of, any local, state, federal law, or administrative rule, such provision shall be void and unenforceable.~~

~~(1) (1) Facilities which are licensed for the provision of room and board only, i.e., type 3 facilities, shall have as a primary purpose the provision of room and board, but may also engage in activities such as social~~

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~~and recreational activities, transportation, and similar activities, except that the facility shall not engage in or provide personal care activities or mental health services.~~

~~(2) (2) Type 3 facilities, licensed for the provision of room and board only, shall not monitor, supervise, administer or assist in the self-administration of medication to any resident, and shall not lock, store, secure or otherwise be responsible in any way for residents' medication. residency in the facility shall not be contingent upon taking medication.~~

~~(D) (D) Except for agency managed payeeship programs, when the agency is the operator of the facility, at no time shall the staff or operator of a facility assume payeeship for a mental health resident's income, require income checks to be signed over to and/or cashed by facility staff, nor in any manner establish controls over the handling of any mental health resident's funds. Nothing stated herein shall be construed to entitle any resident to not pay incurred costs of room and board as stated in the residential agreement. Nothing in this rule shall preclude ISP specific requirements, e.g. budgeting skills, and agency policy and procedure to safeguard client funds upon his/her request.~~