

Welcome to Amethyst Grove Assisted Living

The following documents must be completed prior to move-in day.
You will receive copies of the signed documents on move-in day.

Move in document checklist:

- _____ Emergency Contact Form
- _____ Financial Responsibility Form
- _____ Agreements
- _____ COVID-19 Test Results
- _____ Family History and Activity Survey

Please also bring:

- _____ Power of Attorney / Conservatorship documents
- _____ Health Directives / POLST
- _____ Picture I.D. of resident
- _____ Medical Insurance Cards

Identification and Emergency Information

This information is required under the H&S Code and the regulations of the Department to be maintained on every person admitted to a community care facility, to be readily available to the person in charge, but not accessible to unauthorized persons. All information must be kept current.

Name of Resident	Social Security Number (Optional)	Date of Birth	Age	Sex
Date Admitted to Facility	Address Prior To Admission			

Person Responsible for Financial Decisions

Name and Relationship	Address	Phone ()
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Person Responsible for Medical Decisions

Name and Relationship	Address	Phone ()
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******List of Responsible Parties to Be Called in Order******

Name and Relationship	Address	Phone ()
Name and Relationship	Address	Phone ()
Name and Relationship	Address	Phone ()

Other Persons to Be Notified in An Emergency

Physician	Address	Phone ()
Mental Health Provider if Any	Address	Phone ()
Dentist	Address	Phone ()

Emergency Hospitalization Plan

Name of Hospital to Be Taken in An Emergency	Address of Hospital to Be Taken in An Emergency
Medical Plan	Medical Plan Identification Number
Name of Dental Plan (If Any)	Dental Plan Identification Number (If Any)

Other Required Information

Ambulatory Status		
Religious Preference	Name and Address of Clergyman or Religious Advisor (If Any)	Phone ()
Comments		
Signature of Person Completing Form	Relationship to Resident	Date

Signature of Resident or Legal Guardian	Relationship to Resident	Date
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Amethyst Grove Assisted Living Agreement for:

(Resident Name)

RESIDENCE AND CARE AGREEMENT

This Agreement is made between Amethyst Grove Assisted Living, Inc ("we," "us," "our") and _____ ("Resident" or "you"). If you are occupying this room with your spouse or your domestic partner as that term is defined under California State law, the second occupant is required to sign a Second Person Agreement.

We operate Amethyst Grove Assisted Living, which is located at 2145 Cumberland Loop, Roseville, CA 95747. Amethyst Grove Assisted Living is licensed as a residential care facility for the elderly ("RCFE") by the California Department of Social Services. Amethyst Grove Assisted Living provides residency, care, and services to qualified persons. Amethyst Grove Assisted Living is operated on a non-discriminatory basis and affords equal treatment and access to services to all eligible persons.

The purpose of this Agreement is to provide a statement of the services that will be furnished to you at Amethyst Grove Assisted Living, and the other legal obligations that we will assume. This Agreement also sets forth your legal obligations to Amethyst Grove Assisted Living, both financial and non-financial.

We encourage our residents to participate in physical activities to the extent of their capabilities. Thus, falls and other personal injuries may occur from time to time. If you are not comfortable with this type of environment, we suggest that you consider a higher level of care. Although we will exercise care to protect you from injury while you reside at Amethyst Grove Assisted Living, you recognize that there are certain risks inherent in the operation of Amethyst Grove Assisted Living and in everyday living and that accidents or injuries may occur which are not the result of intentional or negligent behaviors. You agree to utilize all safety measures and equipment made available to you by us and agree not to hold us liable for such actions or behaviors. The open nature of a facility such as Amethyst Grove Assisted Living makes it impossible to guarantee the security of your personal valuables. We strongly recommend that you not bring valuables into Amethyst Grove Assisted Living. This includes jewelry, figurines/collectibles or other items that have sentimental or cash value. If you choose to bring such items, it is at your own risk. We shall not be responsible for the loss or damage to any property belonging to you due to fire, theft, or any other cause unless such loss is the result of our negligence or intentional misconduct. You are encouraged to secure insurance on personal belongings or valuables.

I. SERVICES

A. Core Services

We will provide you with the following Core Services, subject to the terms of this Agreement. These services are included in your Monthly Fee unless otherwise indicated.

1. Living Accommodations

a. Your Suite. You have selected to live in Suite _____ at Amethyst Grove Assisted Living. This is a private/shared suite.

You may live in your Suite on a month-to-month basis, subject to the terms of this Agreement and the general policies of Amethyst Grove Assisted Living contained in this Agreement, as amended from time to time.

b. Utilities. We furnish your Suite with water, electricity, and heat.

c. Furnishings. You may furnish your Suite with your own furniture, which we encourage. You are free to use your own furniture, minor appliances such as and radios, provided that the size restrictions and safety standards of Amethyst Grove Assisted Living are met. We reserve the right to limit the number and type of furnishings in your Suite, if they present a safety hazard. Members of our staff must inspect and install all electrical appliances that you use in your Suite. You or your estate will be responsible for removing all furnishings when your Suite is vacated.

d. Maintenance. We will perform all necessary maintenance and repairs for your Suite at our own expense, except that we may charge you for repairs related to damage for which you are responsible beyond normal wear and tear. If you request maintenance services, which are beyond the scope of the contract (see **Appendix B-1** for an explanation of our standard maintenance obligation), you will be charged at the rates listed in **Appendix B** and **Appendix B-1**.

e. Alterations. Any physical change to your Suite requires the prior written approval of the Administrator of Amethyst Grove Assisted Living or his/her designee and shall be made at your own expense unless otherwise required by law. You or your estate will be responsible for restoring the original decor when your Suite is vacated unless we specifically exempt you from this requirement.

f. Common Facilities. You will be entitled to share the use of the common areas with all other residents of Amethyst Grove Assisted Living.

2. Laundry

We will provide one (7) loads of personal laundry service each week. We will launder all bed and bath linens on a weekly basis or as needed. Additional laundry services as needed or requested will be added to your Care Plan and will incur charges based on frequency. We do not provide dry cleaning service.

3. Housekeeping

We will provide you with weekly housekeeping services, which include vacuuming, dusting, and bathroom cleaning. Trash removal shall be daily. In addition, specific parts of your Suite will be cleaned or checked on a monthly, semiannual, or annual basis. Additional housekeeping services as needed or requested will be added to your Care Plan and will incur charges based on frequency.

4. Personal Supplies

We assume that you wish to provide your own supplies for personal care and hygiene. However, if you are unable to or choose not to provide such supplies, we shall provide you with basic personal items for an extra fee as listed in **Appendix B**.

5. Meals

a. Dining. We will make available to you three (3) nutritionally balanced meals per day served in the dining room of Amethyst Grove Assisted Living. We will also make available to you between-meal snacks. These meals and snacks are included in your Monthly Fee. We will accommodate special diets prescribed by your physician as a medical necessity, including standard low-added-salt and no-concentrated sugar diets at no additional cost.

b. Tray Service. We are a social-based community with an emphasis on socialization as an instrument for thriving. Therefore, we will provide tray service to your Suite only during a temporary illness for three (3) days unless a physician's order extends the time.

c. Guests. You may invite guests to any meal, but we request 24-hours advance notice so that proper accommodations can be made. You will be charged an extra fee for guest meals as shown in **Appendix B**.

6. Planned Activities

We provide various social and recreational activities both at and away from Amethyst Grove Assisted Living. We also will assist interested resident groups in planning additional activities. You are welcomed and encouraged to participate in such activities as you desire. There may be an extra charge for some of the activities away from Amethyst Grove Assisted Living that involve admission charges or fees.

7. Assistance with Access to Outside Services

We will assist you with arranging needed appointments with professionals offering medical, dental, and other health care services, and with accessing and transferring to outside facilities and higher levels of care as needed and prescribed by your primary care physician. However, residents with cognitive impairment will require a personal escort during the travel time and the duration of the appointment. Requests for such assistance may be made with the Administrator. However, due to staffing needs, Caregivers employed by Amethyst Grove Assisted Living may not be available for escort services. We will also assist you in accessing community resources and recreational or social activities away from Amethyst Grove Assisted Living.

8. Parking

Parking is limited at Amethyst Grove Assisted Living, is uncovered and unprotected. Vehicles are presumed to be for visitor or outside services only. Any vehicles left overnight are subject to towing.

9. Security, Emergency Response and Fire Protection

Your Suite is equipped with a smoke detector and sprinkler system. All residents and visitors are required to sign the resident logbook when both leaving and returning to Amethyst Grove Assisted Living. In accordance with California law, there is at least one staff member who is trained in CPR (cardiopulmonary resuscitation) and first aid on the premises and on duty. Our staff is trained to call 911 if an injury or other circumstance results in an imminent threat to a resident's health including, but not limited to, an apparent life-threatening medical crisis. It is Amethyst Grove Assisted Living's policy to not perform CPR; however, in accordance with California law, we cannot prevent a staff member who is trained in CPR from administering it. Please notify us if you have an advance health care directive or POLST (physician orders for life-sustaining treatment) that contains information on your desires regarding life-sustaining

10. Observation and Consultation

Our staff will observe your health status to identify your dietary, social, and health care needs and will provide you with consultations regarding social and health-related issues.

B. Personal Assistance, Care, and Medications Management

We provide personal assistance, care, and Medication Management on a point basis wherein ten (10) minutes represents one (1) point and is calculated according to your needs and the time we spend with, for, or about you. A description of our method for evaluating residents' service needs is set forth in **Appendix B**.

If the resident is capable of self-administering medications, the physicians report must indicate this activity of daily living. If the resident self-administers medications, the resident must keep the medications, which include both prescription and over the counter medications, separate from the resident's other belongings and is required to lock the medications in a lock box (provided by you). In the event the resident is unable to comply with securing the medications or if in the judgment of Amethyst Grove Assisted Living the resident is unable to safely self-administer medications, Amethyst Grove Assisted Living will require the resident to be placed in the Medications Management program in order to comply with State regulations and will be charged accordingly.

If Amethyst Grove Assisted Living is administering your medications for you, we require individual-pill bubble packaging. If you bring in medications in bottles, Amethyst Grove Assisted Living will send the prescription out to our pharmacy for re-packaging and you will be charged for each medication as set forth in **Appendix B**.

Prior to your admission to Amethyst Grove Assisted Living, the staff review the Physicians Report and performed a comprehensive assessment of your needs. Staff will reassess you semi-annually or upon a change of condition to determine the services that you need. An annual physical and TB clearance is required for all residents. You will receive services appropriate to your individual needs, as described in your Resident Assessment, a blank copy of which is attached at **Appendix B-2**. The current fees for personal assistance and care and Medications Management are set forth in attached **Appendix B**. All fees are subject to change.

C. Additional Items and Services

We will make available to you several additional items and services at an extra charge, to be billed to you monthly. The current fees for additional items and services at Amethyst Grove Assisted Living are set forth in **Appendix B**. These fees are subject to change. We may offer other additional items and services in the future at our sole discretion.

D. EXCLUDED SERVICES

We shall not be responsible for furnishing or paying for any items or services not expressly included in this Agreement, including but not limited to home health, hospice, physician's services, nursing services, surgery, hospital care, treatment or

examination of eyes or teeth, medications, vitamins, eyeglasses, contact lenses, hearing aids, orthopedic appliances, medical supplies, prosthetic devices, laboratory tests and x-ray services. Amethyst Grove Assisted Living is prohibited from services defined as “personally invasive” such as fingernail and toenail clipping and the insertion of enemas.

In the event your regular pharmacy fails to provide you with necessary medications, we may, at our discretion, arrange to have such medications provided to you by a pharmacy which has a special arrangement with us. In this event, you will be responsible for paying the pharmacy for any medications provided to you.

E. Outside Providers

If you require home health agency personnel or hospice or wish to engage the services of other independent providers (“collectively, “outside providers”), we will assist you in accessing these services. For any services provided to you at Amethyst Grove Assisted Living you must abide by our policies for such outside providers. These policies are attached as **Appendix C**. These policies provide that you may utilize home health agencies, hospice agencies, or other outside providers of your choice provided that such agencies or outside providers abide by the rules and regulations set forth in **Appendix C**, and that we may exclude outside providers that do not comply. Please note that while we will provide observation, we do not monitor the services of outside providers. You shall be solely responsible for the cost of all services provided to you by outside providers, which they will bill directly to you. You also understand and agree that we shall not be liable for any loss or injury to you or any other resident of Amethyst Grove Assisted Living caused by such outside providers.

Amethyst Grove Assisted Living prides itself on providing the best care to our residents. Therefore, we do not permit any outside private caregivers to be employed by the resident/family members/responsible party. The Department of Social Services, Title 22, also prohibits any non-employee from providing care or assistance to residents while the Resident is on company property. Private companions may be employed by the resident but are not permitted to be unsupervised while on company property.

II. TERMS AND OBLIGATIONS

A. Term of Agreement

The term of this Agreement shall be month-to-month, unless and until it is terminated as set forth in this Agreement.

B. Fees

1. Community Fee.

Prior to move-in, a one-time Community Fee will be charged in the amount of \$3,000. This fee is not a deposit, nor can it be applied to rent. This fee is used specifically to improve and maintain the physical community, and covers the costs incurred by us to review and process your application and other materials,

including your physician’s report, pre-admission appraisal, development of your care plan, and admit you to Amethyst Grove Assisted Living. It is refundable in whole or in part under the following conditions:

- i. Entire amount is refundable if contract is cancelled prior to move-in,
- ii. less \$500 if an assessment has been done.
- iii. 80% of the amount is refundable if the resident moves out with the first
- iv. 30 days, less \$500 for the assessment.
- v. 60% of the amount is refundable if the resident moves out between 31-60
- vi. days, less \$500 for the assessment.
- vii. 40% of the amount is refundable if the resident moves out between 61-90
- viii. days, less \$500 for the assessment.
- ix. No amount of the Community Fee is refundable after 90 days.

Leaving Amethyst Grove Assisted Living is defined as vacating the room and removing your furniture and all other personal belongings and trash, due to death or choice to relocate, including for a higher level of care.

2. Monthly Fee(s)

The Monthly Rate for Core Services is listed below. Amethyst Grove Assisted Living has both single occupancy and double occupancy Suites. Your Monthly Fee is determined as follows:

Monthly Room & Core Services	\$_____
Monthly Care Services	\$_____
Continence Supply Program	\$_____
Other Cost_____	\$_____
RESIDENT TOTAL MONTHLY FEE:	\$_____

Your Monthly Fee is payable in advance by the first (1st) day of each calendar month, by check or money order mailed to Amethyst Grove Assisted Living or delivered to the Community. You understand that your right to occupy and use your Room and to receive services at Amethyst Grove Assisted Living is contingent upon your timely payment of your Monthly Fee and all other applicable charges and fees under this Agreement. If a Suite that is currently occupied by a married couple or domestic partners reverts to single occupancy, the remaining Resident shall pay his or her Monthly Fee based on the Monthly Rate for “Core Services for Resident One” and the Monthly Rate for the appropriate level of care for that remaining Resident. You will receive a monthly statement that itemizes any fees or charges that you have incurred.

3. Additional Items and Services and Care Costs

The current charges for the different levels of personal assistance and care and for all additional items and services are attached to this Agreement as **Appendix B**. The payment

procedures for fees for additional items and services will be the same as for your Monthly Fee.

4. Adjustments to Fees or Services

a. Fees. We may change your Monthly Rate for Core Services upon sixty (60) days' written notice to you. The reasons for the rate increase(s) shall be included in the 60-day notice. Changes to the rates for Additional Items and Services, described in **Appendix B.II.**, do not require a 60-day notice. However, if your care needs change, the new rate applies immediately. An annual rent increase of 4% will occur on each anniversary of your move-in date.

b. Services. Consistent with licensure requirements, we may modify the scope and/or frequency of services provided to you under this Agreement subject to a reappraisal determining the need for a change in level of care.

5. Failure to Make Payments

You will be required to make all payments due to us in a timely manner and otherwise to take care of your financial obligations to us. If you fail to pay your Monthly Fee or other fees by the seventh (7th) day of any calendar month, we may terminate this Agreement upon thirty (30) days' written notice to you. We shall charge you a late fee of Twenty-Five Dollars (\$25.00) for any late payment made after the seventh(7th) day of each month. In addition, if you fail to make payment in a timely manner two months in a period of six months, we will charge you interest on all delinquent amounts at the lesser of eighteen percent (18%) per year or the maximum amount allowed by law beginning thirty (30) days after the fees become due.

6. Absences

No credit is given for the Monthly Rate for Core Services when you are absent from Amethyst Grove Assisted Living. If you are absent for more than seven-consecutive days, you will receive credit for your care costs after the seven-consecutive days.

C. Change of Care Plan and Costs

You will participate in your care planning if it is conducive to your safety and well-being, the safety and well-being of other residents, and applicable legal requirements. We will perform regular assessments of your needs. If we determine, in consultation with you, your family and/or your physician, that you need a different level of service than that which you currently are receiving at Amethyst Grove Assisted Living, you agree to change to a level of service as is appropriate to your needs. The rates for the new level of service, as set forth in **Appendix B**, shall apply immediately. In the event of any change in your level of care, we will provide written notice to you and your responsible person (if applicable) within two (2) business days following such change.

D. Transfers from Your Suite

1. Transfer for more Appropriate Care

Amethyst Grove Assisted Living is licensed as a residential care facility for the elderly (RCFE) and is not designed to provide higher levels of care, such as skilled nursing or intermediate care, or for mental and/or emotional disorders. Amethyst Grove Assisted Living does have Hospice waivers and can provide services in conjunction with a Hospice agency. You may remain in your Suite, subject to the terms of this Agreement, as long as doing so is conducive to your safety and well-being, the safety and well-being of the other residents at Amethyst Grove Assisted Living, and applicable legal requirements. If we determine, in consultation with you, your family and/or your physician, that you are unable to remain in your Suite consistent with these requirements, you will be asked to move from Amethyst Grove Assisted Living and this Agreement will terminate.

2. Substitution of Suite

We may need to substitute your Suite with another Suite to comply with any law or lawful order of any authorized public official, or for any other reasonable purpose, as determined by the Administrator or his/her designee. In this event Amethyst Grove Assisted Living will furnish you with a 30-day written notice unless you agree to the request or the move is necessary due to an emergency or to fill a vacant bed. If this occurs, we shall make every reasonable effort to substitute your Suite with a reasonably comparable Suite. Your request for a Suite substitution will be granted at our discretion. If you move to a Suite that has a higher Monthly Fee, you will be responsible for the difference in fees. Similarly, if you move to a Suite with a lower Monthly Fee, the difference in fees will be credited towards your next month's statement. If you move pursuant to your own request, you will be responsible for all costs associated with the move (\$500 fee moving to a different suite).

E. Termination

1. Termination by Resident

You may terminate this Agreement at any time, with or without cause, by giving the Administrator, or his/her designee, thirty (30) days' prior written notice of termination. You need not cite a specific reason for the termination. If the Department of Social Services issues a relocation order, you will not be responsible for meeting this advance notice requirement. Upon death, fees will no longer accrue once all personal property of a deceased resident has been removed from the living unit.

2. Termination by Amethyst Grove Assisted Living

a. Termination Upon Thirty (30) Days' Notice. We may terminate this Agreement upon thirty (30) days' written notice to you if any of the following events occurs

- (i)** Nonpayment of the rate for basic services (i.e., the Monthly Fee) within ten (7) days of the due date.
- (ii)** Your failure to comply with State or local law after receiving written notice of the alleged violation.
- (iii)** Your failure to comply with the general policies of Amethyst Grove Assisted Living (some of these policies are described herein and others are contained in the House Rules and the Resident Handbook, see **Appendix A**); or
- (iv)** If after admission, it is determined that you have a need not previously identified and a reappraisal has been conducted pursuant to Section 87587 of Title 22 of the California Code of Regulations, and Twin Lakes Manor and the person who performs the reappraisal believe that Twin Lakes Manor is not appropriate for you.

b. Retention Limitations. Although our hope is that you can reside at Amethyst Grove Assisted Living for as long as you desire and in accordance with the laws governing residential care facilities for the elderly and our policies, we may need to transfer or discharge you if you do not meet certain retention requirements. Please note that the following conditions, among others, may lead to a reappraisal and a termination of this Agreement in accordance with Section II.E.2(iv) above. This Agreement may terminate, and we may transfer or discharge you if:

- (i) You do not meet the retention requirements established by State law and the Department of Social Services regulations.
- (ii) You present an immediate physical threat or danger to yourself or others.
- (iii) You have active communicable tuberculosis or another similar communicable disease, such as Covid-19, Norovirus, C-Diff.
- (iv) You require 24-hour, skilled nursing, or intermediate care. You are not elderly and have needs in conflict with other residents or the programs of services offered or require more care and supervision than other residents.
- (v) You have a primary need for care and supervision that results from dementia or a mental disorder resulting in ongoing behavior which would upset the general resident group, or which would require us to provide to you a greater amount of care and supervision than other residents at Amethyst Grove Assisted Living or if you cannot generally benefit from the program of services available at Amethyst Grove Assisted Living.
- (vi) You are "bedridden" (other than for a temporary illness or for recovery from surgery) as defined by State law and licensing regulations
- (vii) You refuse to accept services required for us to meet your needs.
- (viii) You have health care or other needs that cannot be met at Amethyst Grove Assisted Living for reasons such as licensure, design, or staffing.
- (ix) Your personal physician has determined that you require services not available at Amethyst Grove Assisted Living.
- (x) You have stage 3 or stage 4 pressure ulcers.
- (xi) You require gastrostomy care.
- (xii) You have a staph infection or other serious infection.
- (xiii) You depend on others to perform all activities of daily living, as set forth in the residential care facility for the elderly regulations; or
- (xiv) You have a tracheostomy.

c. Termination Upon Three (3) Days' Notice. In addition, we may, upon obtaining prior written approval from the Department of Social Services, evict you upon three (3) days written notice to quit. The Department of Social Services may grant approval for the eviction upon a finding of good cause. Good cause exists if you are engaging in behavior which is a threat to the mental and/or physical health or safety of yourself or to the mental and/or physical health or safety of others at Amethyst Grove Assisted Living.

d. Appeal. If you wish to appeal a termination, you may do so by requesting a review in writing to the Administrator at 2145 Cumberland Loop, Roseville, CA 95747 within ten (10) days following the termination notice. We will schedule a meeting with you and your representatives during which you can present reasons why the termination should not occur. If your condition changes and reassessment confirm you now meet the standards of compliance, the eviction notice will be removed. When we make a final determination, it will be provided to you in writing.

e. Pre-Eviction Requirements. To evict a resident who remains in his or her suite after the effective date of the termination, we must file an unlawful detainer action in superior court and receive a written judgment signed by the judge. If we pursue an unlawful detainer action, you must be served with a summons and complaint. You have a right to contest the eviction in writing and through a hearing. In addition, you may request that the Department of Social Services investigate the reasons given for an eviction notice.

3. Death

This Agreement shall terminate automatically upon your death. Notwithstanding Section 5 (Refund Policy) below, this Section governs the payment of fees and issuance of refunds upon your death. Your estate (or the person or entity responsible for payment of fees under this Agreement) will continue to be responsible for all outstanding fees due at the time of your death and for fees accruing until your personal property is removed from your Suite. Upon your death, your personal property may be removed at any time by appointment or between the hours of 8:30 AM and 5:00 PM by your Representative, by other person(s) whom you have designated in writing in this Agreement, or by a court-appointed executor or administrator of your estate, if applicable. Within fifteen (15) days after your personal property is removed from your Suite, your estate, or other person or entity responsible for payment of fees under this Agreement, will receive a refund of any fees paid in advance covering the period after your personal property has been removed. If we assess fees after your death pending the removal of your personal property from your Suite, then within three (3) days of becoming aware of your death, we will provide written notice to your Representative or other individual(s) identified in this Agreement of our Community's policies regarding termination of the Agreement upon death and policies regarding refunds. This Section shall survive termination of this Agreement.

(Optional) I _____ designate the following person(s) to remove my personal property from my Suite upon my death:

Resident's signature _____ Date: _____

Upon termination of this Agreement, you shall remain liable for the Monthly Fee until the following occurs:

1. Your Suite is vacated, and all your property is removed from it.
2. Any/all keys are returned.
3. Vacant Suite is cleared with the Administrator.

4. Refund

Within twenty-one (21) business days after you vacate and remove all your property from your Suite, we shall refund to you or your estate any amounts we owe to you, minus

- (i) any Monthly Fees, fees for additional items and services, or other charges owed.
- (ii) any expense incurred by us to remove and/or store personal property that was not removed when you vacated your Suite. If the sum you owe to us exceeds your final Monthly Fee, we will bill you or your estate for the difference. If this Agreement is terminated by death, any refund will be returned within 30-days.

5. Survival After Termination

Sections 4 (“Vacating Suite”) and 5 (“Refund”) shall survive the termination of this Agreement. This means that you or your estate will still have to meet any outstanding financial obligations to us, as outlined in these Sections, even if this Resident Agreement is no longer in effect.

6. Termination Due to License Forfeiture or Change of Use

We may terminate this Agreement upon forfeiture of our license, whether due to voluntary closure or otherwise, or upon change of use of Amethyst Grove Assisted Living, in accordance with **Appendix F**.

F. Your Property Rights and Obligations

1. No Management or Property Interest

This Agreement shall give you no property right or management interest, or security interest in Amethyst Grove Assisted Living, or any of its assets. In addition, you shall have no right to any of the personal property of Amethyst Grove Assisted Living, including furnishings and fixtures in your Room or in the common areas at Amethyst Grove Assisted Living.

2. Maintenance of And Damage to Your Studio

Prior to moving in you will inspect the Suite together with the Administrator and acknowledge the condition of the Suite by signing the “Move-In/Move-Out Inspection” form. You agree to maintain your Suite in a clean, sanitary, and orderly condition, dependent on cognitive capabilities. You shall be responsible for any loss or damage that you or your guests cause to your Suite or other property of Amethyst Grove Assisted Living, or to other residents and their property, unless due to ordinary wear and tear. Upon vacating your Suite, you will be required to sign the “Move-In/Move-Out Inspection” form acknowledging the condition of your Suite with the Administrator acknowledging that all of your belongings have been removed from your Suite. You shall remain liable for the reasonable value of services provided to you prior to your departure from Amethyst Grove Assisted Living and for any expense incurred to repair damage to your Suite and to restore your Suite to its original clean condition, ordinary wear and tear excepted.

3. Responsibility for Your Property

Although we shall take reasonable efforts to safeguard your property, we shall not be responsible for the damage or the loss of any personal property belonging to you, including but not limited to canes, walkers, eye glasses, dentures, hearing aids or jewelry due to theft, fire, or any other cause unless the loss or damage was caused by the negligence or intentional misconduct of Amethyst Grove Assisted Living or its employees. We urge you not to bring jewelry of value or retain valuable items or large amounts of cash in your Room. We strongly recommend that you obtain, at your own expense, insurance for the replacement value of your personal property, at adequate coverage and liability limits. We shall not be responsible for any expenses, debts, or obligations incurred by you or on your behalf either at Amethyst Grove Assisted Living or elsewhere.

4. Removal and Storage

When you permanently vacate your Suite, this contract will terminate when all your belongings have been removed, and your Suite has been inspected for damage. You are responsible for removal of all items upon vacancy. Amethyst Grove Assisted Living will inspect the Suite and make the final determination that you have complied with this section.

G. Miscellaneous

1. Right of Entry

All Rooms at Amethyst Grove Assisted Living are licensed by the Department of Social Services under the Residential Care Facility for the Elderly Law. You agree that any duly authorized employee or agent of the Department of Social Services or of Amethyst Grove Assisted Living, or any other authorized government official, shall be entitled to enter your Suite as necessary for management, housekeeping, emergency, or any other reasonable purpose. Therefore, additional locks are not permitted on the entrance door to your Suite. Representatives of the Department of Social Services need not give you notice before entering your Studio. However, whenever reasonably possible, we will give you reasonable notice before entering your Suite.

2. Inspection of Suite and Examination of Records

Representatives of the California Department of Social Services may inspect your Suite and any of your records that are on file at Amethyst Grove Assisted Living as a part of their evaluation. An Ombudsman may inspect a Suite only with the resident's approval.

3. House Rules and Resident Handbook

You agree to abide by the general policies of Amethyst Grove Assisted Living contained below and in the House Rules and Resident Handbook, as they now exist or as they may later be amended in our discretion. You understand that your failure to abide by such general policies may result in termination of this Agreement by us. In accordance with state law, these policies must be reasonable. By signing this Agreement you acknowledge that you have received a copy of and have reviewed the general policies of Amethyst Grove Assisted Living contained below and in the House Rules and Resident Handbook and agree that they are reasonable. The following additional general policies apply to residents at Amethyst Grove Assisted Living:

- a.** Residents of Amethyst Grove Assisted Living must pay all fees and charges that are owing to us in accordance with their Resident Agreement when due.
- b.** Residents may not breach any representation, covenant, agreement, or obligation of the resident under their Resident Agreement.
- c.** Residents must not be disruptive, must not create unsafe conditions, and must not be physically or verbally abusive to other residents or staff.
- d.** Residents must ensure that their family members, guardians, personal representatives, or guests are not disruptive, do not create unsafe conditions, and are not physically or verbally abusive to the detriment of the resident, other residents, or staff.
- e.** If you wish to suggest changes to the general policies of Amethyst Grove Assisted Living, you may do so at any time by notifying the Administrator.

4. Personal Rights

Consistent with California law, you shall have the rights set forth in the Statement of Residents' Personal Rights, which is attached as **Appendix D** and made part of this Agreement. In addition, you have a right to privacy and confidentiality. We have policies to protect the

confidentiality of medical records and other individually identifiable health information. We will not disclose your individually identifiable health information without your written permission, except as required or permitted by law. If you are unable to give such permission, your authorized Representative may do so on your behalf.

5. Visits and Communication

We encourage family visits and communication. Visitors are welcome between the hours of 10AM and 5PM provided they respect the rights of other residents and staff and abide by the guest policy as set forth in the House Rules and/or Resident Handbook. All visitors must sign in and out at the front entrance when entering or leaving Amethyst Grove Assisted Living per the Resident Handbook, **Appendix B**. You will be responsible for assuring that your guests abide by the guest policy and are not disruptive. Your guests may be denied access to Amethyst Grove Assisted Living if they fail to observe these rules.

6. Pets

Pets for residents are not permitted at Amethyst Grove Assisted Living.

7. Motorized Carts and Chairs

You may operate a motorized cart or chair at Amethyst Grove Assisted Living subject to the conditions and restrictions set forth in the House Rules and our prior written approval. You must be able to demonstrate that you can physically and mentally operate your motorized cart or chair in a safe manner. If we have a concern regarding your ability to operate a motorized cart or chair, we can require a demonstration of your ability to safely operate the device. You are responsible for storage of the cart in your Suite. You will be responsible for any damage or accidents that result from your operation of the motorized cart or chair. Owners/operators of motorized carts or chairs must have tenant's insurance with a minimum of \$100,000 liability coverage.

8. Personal and Financial Affairs

Amethyst Grove Assisted Living does not handle your personal finances, nor do we exchange cash, checks, or credit cards. Personnel may not purchase items for you. You agree to designate a person to manage your personal and financial affairs if you become incapacitated, and to notify us of such designee. If you do not designate such person or your designee is unavailable, you understand that a court may name a conservator upon application of any interested party, including Amethyst Grove Assisted Living, subject to all bonds, accounting, and other legal requirements. Neither Amethyst Grove Assisted Living nor any of its employees or agents may be your conservator.

9. Response to Emergencies

Amethyst Grove Assisted Living protocol is to call 911 in an emergency.

10. Cash Resources

We do not maintain or supervise resident cash resources. If you are incapable of handling your own monetary needs, you or your responsible party will need to make appropriate arrangements. Amethyst Grove Assisted Living does not have cash on the premises. We do not accept cash and do not provide change for guest meals or any transportation activities.

11. Other Residents

You shall have no right to object or to determine the admission, terms of admission, placement or termination of any other resident or non-resident participating in Amethyst Grove Assisted Living programs. We may enter into agreements with other residents that contain terms

different from those contained in this Agreement. Despite such differences, this Agreement alone sets forth your rights and obligations with respect to your care and residence at Amethyst Grove Assisted Living.

12. Resident and Family Council

a. Resident Council. Amethyst Grove Assisted Living Residents

b. have the right to form a Resident Council. Information regarding the time, place, and dates of Resident Council meetings would be posted in the Living Room. We will also give you the name of the resident representative to contact regarding involvement in the Resident Council.

c. Family Council. Residents' family members and representatives have the right to form a Family Council composed of residents' family members, friends, representatives, and agents. When requested, we will make our facilities available to relatives, friends, representatives, and agents of residents who wish to form or participate in a Family Council. For more information, please refer to the Resident Handbook.

13. Grievances.

If you have a grievance or complaint regarding Amethyst Grove Assisted Living, you may contact the Administrator. In addition, you have the right to contact the California Department of Social Services Community Care Licensing Division (see **Appendix D**) or the Long-Term Care Ombudsman. A copy of our grievance procedure for resolution of resident complaints is available upon request.

14. Smoking

Smoking is prohibited in the building, the courtyard and backyard and within 50 feet of all exit doors.

15. Accuracy of Documents

As a condition of your acceptance for residency at Amethyst Grove Assisted Living, you have filed with us a physician's report and a pre-placement appraisal, both of which are incorporated by reference into this Agreement and made an express part of it. You warrant that all information contained in these documents is true and correct, and you understand that we have relied on this information in accepting you for residency at Amethyst Grove Assisted Living.

16. Licensing Surveys

A copy of licensing surveys performed by the Department of Social Services will be posted for you to review. In addition, copies of licensing reports are available from us and copies of licensing reports and other documents pertaining to Amethyst Grove Assisted Living are available from the Department of Social Services (see **Appendix D** for the contact information for the Department).

17. Notices

All notices given under this Agreement shall be in writing and shall be addressed to us at Amethyst Grove Assisted Living or to you at your Apartment. Such notices shall be effective when personally delivered or when deposited in the United States mail, first class postage prepaid.

18. Entire Agreement

This Agreement, (together with the referenced appendices) constitutes the entire agreement between you and Amethyst Grove Assisted Living and may be changed only by a written amendment signed by you and/or your legal representative and by an authorized representative of Amethyst Grove Assisted Living. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall remain valid and enforceable, unless the context requires otherwise.

19. Waiver

Our failure in any instance or instances to insist upon your strict performance or observation of or compliance with, any of the terms or provisions of this Agreement, shall not be construed to be a waiver or relinquishment of our right to insist upon your strict compliance with all of the terms and provisions of this Agreement. In addition, our acceptance of any payment from you after your breach of any term of this Agreement or after providing you with a notice of termination based on a reappraisal as described herein shall not constitute a waiver of our right to insist upon full performance of all terms of this Agreement, nor shall it waive our right to terminate this Agreement for any breach previously committed or to terminate in accordance with Section II.E.2(iv).

20. Assignment

We reserve the right to assign this Agreement to any successor-in-interest selected by us. You may not transfer or assign your rights under this Agreement to receive care and services and use amenities and accommodations at Amethyst Grove Assisted Living to any other individual or entity.

21. Governing Law

This Agreement shall be governed by California law.

22. Telephone Assistance Devices

A form notifying you of the right of hearing impaired or disabled residents to receive special service and equipment from the telephone company is attached as **Appendix E** and has been given to you. You are to read, understand and sign this form. The original will be kept in our files.

23. Resident Covenants

You covenant and agree (a) that there are no material omissions or misstatements in your application, financial report, medical history and examination, or any other document filed with Amethyst Grove Assisted Living on your behalf; (b) that you will not transfer assets for less than fair market value if doing so compromises your ability to pay the fees owing to us under this Agreement fully and on time; and (c) that you will not invest assets or enter a financial arrangement that enables you to qualify prematurely for public assistance.

24. Arbitration

By signing below, you agree that any and all claims and disputes arising from or related to this Agreement or to your residency, care or services at Amethyst Grove Assisted Living, whether made against us or any other individual or entity, including, without limitation, personal injury or wrongful death claims, shall be resolved by submission to neutral, binding arbitration in accordance with the Federal Arbitration Act; except that any claim or dispute involving unlawful detainer proceedings (eviction) or any claims that can be brought in small claims court shall not be subject to arbitration unless both parties agree to arbitrate such proceedings. If someone other

than the resident signs this arbitration clause, he/she understands and agrees that he/she is agreeing to arbitrate on behalf of the resident and on behalf of him/herself as an individual. **You give up your constitutional right to have any such dispute decided in a court of law before a jury, and instead accept the use of arbitration. You further waive your right to participate in a representative capacity, or to participate as a member of a class, in any litigation or arbitration proceeding with respect to any such dispute.** The arbitration shall be administered by the Judicial Arbitration and Mediation Services (“JAMS”) and shall be conducted in Santa Clara, California by a single neutral arbitrator selected by JAMS, unless otherwise mutually agreed. In reaching a decision, the arbitrator shall prepare a written decision that includes findings of fact, the reasons underlying the decision, and conclusions of law. The parties agree not to disclose the existence, content, or results of the arbitration without the prior written consent of the parties, unless disclosure is required by court order. Each party shall bear its own costs and fees in connection with the arbitration, unless otherwise provided by law. **You may withdraw your agreement to arbitrate within thirty (30) days after signing this Agreement by giving written notice of your withdrawal to us.** After termination of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date. If any part of this arbitration clause is determined to be unenforceable, the remaining portions of the clause shall remain valid and shall be enforced by the parties. If JAMS is unable to administer the arbitration in accordance with the terms of this clause, the parties shall select another arbitration administrator that is able to do so, and if no such arbitration administrator is available, the parties shall select an arbitrator in accordance with the Federal Arbitration Act. If the Federal Arbitration Act does not permit arbitration in accordance with this clause, then the matter shall be arbitrated in accordance with State law.

By signing below, you warrant that this paragraph has been explained to you, that you understand its significance, that you voluntarily agree to be bound by it, and that you understand that agreeing to arbitration is not a condition of admission to Amethyst Grove Assisted Living.

Signatures: _____/_____

This AGREEMENT shall be effective as of_____. By signing below, you acknowledge that you have read and understand this Agreement, including its exhibits and attachments, and you agree to abide by their terms. You also acknowledge that you have been given the opportunity to consult with legal counsel or any other advisors of your choosing prior to signing this Agreement.

RESIDENT:

Signature_____

Print Name_____

Date_____

Amethyst Grove Assisted Living:

Signature_____

Print Name_____

Title_____

Date_____

REPRESENTATIVE OR RESPONSIBLE PARTY

(if any):

Signature_____

Print Name_____

Address and Telephone Number

Date_____

APPENDIX A

RESIDENT HANDBOOK (This will be given as a separate document.)

Receipt for copy of Resident Handbook

I have received, reviewed and by this signed acknowledgement, indicated my understanding of the information contained within the Amethyst Grove Assisted Living Handbook.

Resident

Signature_____

Print Name_____

Date_____

Amethyst Grove Assisted Living

By: _____

Print Name_____

Title _____

Date _____

REPRESENTATIVE OR RESPONSIBLE PARTY
(if any):

Signature_____

Print Name_____

Address and Telephone Number

Date_____

Appendix A-2

I/We acknowledge receipt of **HSC1569.152, 153, 154** regarding theft and loss included in the Resident Handbook:

Resident:_____Date:_____

Representative:_____Date:_____

Resident:_____Date:_____

Representative:_____Date:_____

[Name of Community Representative]:_____Date:_____
[Title]

I/We acknowledge receipt of **22 CCR § 87469 (a), (b), (c) and (d)** included in the Resident Handbook. I/We also acknowledge receipt of **PUB 325 "Your Right to Make Decisions About Medical Treatment"** included in the Resident Handbook:

Resident:_____Date:_____

Representative:_____Date:_____

Resident:_____Date:_____

Representative:_____Date:_____

[Name of Community Representative]:_____Date:_____
[Title]

APPENDIX B

FEES FOR PERSONAL ASSISTANCE, CARE AND ADDITIONAL ITEMS AND SERVICES

Note: Amethyst Grove Assisted Living may change fees upon sixty (60) days written notice.

I. CURRENT AND HISTORICAL RATES FOR LEVELS OF PERSONAL ASSISTANCE AND HOUSING

We will evaluate your service needs by assessing your functional capabilities, physical status, mental condition, and social factors. For details regarding this assessment, please refer to the attached Resident Assessment Tool at **Appendix B-2**. The Resident Assessment Tool assigns a point value to specific services and assigns higher points for increased frequency. Care costs are determined based on a total point value. We will update your assessment semi-annually or as necessary when there is a significant change in your condition or to keep the appraisal accurate. We may revise the attached Resident Assessment tool or replace it with a new assessment tool upon sixty (60) days' written notice.

Suite Rates

Monthly	2023	2022	2021
Private with Bath			
Shared			

II. ADDITIONAL ITEMS AND SERVICES

ITEM	SERVICE CHARGE	✓ if Declined to Purchase
1. Personal Maintenance Services		
a. If performed by Amethyst Grove Assisted Living	\$35 per hour	
b. If performed by Outside Vendor	Vendor Cost + 20%	
2. Guest Meals		
a. Regular Meals		
i. Breakfast	\$8.00 per meal	

- | | | |
|----|--|--|
| | ii. Lunch | \$14.00 per meal |
| | iii. Dinner | \$12.00 per meal |
| b. | Holiday or Special Event Meals | \$20.00 per meal or as advertised |
| | c. All Children's Meals (under 12 years) | \$6.00 per meal |
| 3. | Transportation Services | |
| | a. Escort Service | \$60.00 per hour |
| | b. Special Transportation Service | \$60.00 per hour plus
\$0.55 per mile |
| 4. | Medication Repackaging | \$10.00 per prescription |

Incontinence Supplies

- | | | |
|----|--------------------------------|-----------------|
| a. | Adult Briefs Pack/Case (M-XXL) | \$15.00/\$54.00 |
| b. | Wipes 1 Tub | \$5.00 |
| c. | Overnight Panty Liners 1 pack | \$25.00 |
| d. | Bed Pad Washable | \$20.00 |
| e. | Bed Pad Disposable Pack/Case | \$8.00/\$56.00 |

I/We acknowledge receipt of **Appendix B**, Fees for Personal Assistance, Care and Additional Items and Services, and further acknowledge that Resident declined to purchase the items/ services checked above:

Resident:_____Date:_____

Representative:_____Date:_____

Resident:_____Date:_____

Representative:_____Date:_____

[Name of Community Representative]:_____Date:_____
[Title]

Resident/Representative understands and agrees that if Resident later elects to purchase any of the items or services that Resident declined upon admission, we will provide such items or services, and Resident will pay for them in accordance with the prices set forth in the then-current **Appendix B**, Fees for Personal Assistance, Care and Additional Items and Services.

NOTES TO ADDITIONAL ITEMS AND SERVICES

The following numbering for the comments relates to the numbering in **Appendix B**. All items will be charged at cost of the item plus a service charge.

1. Personal Maintenance Services: These services include modifications to the apartment, including but not limited to paint, installation of new window coverings, assembling furniture, repair of personal items. We do not service televisions or audio equipment.
2. Incontinence Supplies: These include all types of incontinence supplies.
3. Guest Meals: All visitor meals are charged per the rates in Appendix B.
4. Appointment Escort Services: This charge is for events when a Amethyst Grove Assisted Living caregiver must accompany a resident for an appointment outside of the community or when a Amethyst Grove Assisted Living employee provides special transportation services, such as shopping.
5. Special Activities: These activities require purchases of event tickets and/or meals as part of attending outside cultural events.

I/We acknowledge receipt of **Appendix B-1**, Notes to Additional Items and Services:

Resident:_____Date:_____

Representative:_____Date:_____

Resident:_____Date:_____

Representative:_____Date:_____

[Name of Community Representative]: _____Date:_____

Title: _____

ASSESSMENT TOOLS

Amethyst Grove Assisted Living uses form LIC 603 for all assessments. This form is attached to the end of this contract.

RESIDENT APPRAISAL
Residential Care Facilities for The Elderly

NOTE: *This information may be obtained from the Prospective Resident, or his/her responsible person. This form is not a substitute for the Physician's Report (LIC 602).*

APPLICANT'S NAME	AGE
------------------	-----

HEALTH (Describe overall health condition including any dietary limitations)

PHYSICAL DISABILITIES (Describe any physical limitations including vision, hearing or speech)

MENTAL CONDITION (Specify extent of any symptoms of confusion, forgetfulness: participation in social activities (i.e., active or withdrawn))

HEALTH HISTORY (List currently prescribed medications and major illnesses, surgery, accidents; specify whether hospitalized and length of hospitalization in last 5 years)

SOCIAL FACTORS (Describe likes and dislikes, interests, and activities)

BED STATUS (An exception must be obtained to admit or retain a resident who will be temporarily bedridden more than 14 days. Permanently bedridden residents are prohibited).

<input type="checkbox"/> OUT OF BED ALLDAY <input type="checkbox"/> IN BED PART OF THETIME	<input type="checkbox"/> IN BED MOST OF THETIME <input type="checkbox"/> IN BED ALL OF THETIME	COMMENT:
---	---	----------

TUBERCULOSIS INFORMATION

ANY HISTORY OF TUBERCULOSIS IN APPLICANT'S FAMILY? <input type="checkbox"/> YES <input type="checkbox"/> NO	DATE OF TB TEST/TYPE OF TEST	<input type="checkbox"/> POSITIVE <input type="checkbox"/> NEGATIVE
--	------------------------------	--

ANY RECENT EXPOSURE TO ANYONE WITH TUBERCULOSIS? <input type="checkbox"/> YES <input type="checkbox"/> NO	ACTION TAKEN (IF POSITIVE)
--	----------------------------

GIVE DETAILS

AMBULATORY STATUS (this person is ☐ ambulatory ☐ nonambulatory)

Ambulatory means able to demonstrate the mental and physical ability to leave a building without the assistance of a person or the use of a mechanical device other than a cane. An ambulatory person must be able to do the following:

- | YES | NO |
|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> Able to walk without any physical assistance (e.g., walker, crutches, other person), or able to walk with a cane. |
| <input type="checkbox"/> | <input type="checkbox"/> Mentally and physically able to follow signals and instructions for evacuation. |
| <input type="checkbox"/> | <input type="checkbox"/> Able to use evacuation routes including stairs if necessary. |

SERVICE	NEED	ED (Check items and explain)
YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Transferring in and out of bed/turning in bed or chair (specify) _____
<input type="checkbox"/>	<input type="checkbox"/>	Help with bathing _____
<input type="checkbox"/>	<input type="checkbox"/>	Help with dressing, hair care, and personal hygiene (specify) _____
<input type="checkbox"/>	<input type="checkbox"/>	Does prospective resident desire and is he/she capable of doing own personal laundry and other household tasks? (specify) _____
<input type="checkbox"/>	<input type="checkbox"/>	Moving about the facility _____
<input type="checkbox"/>	<input type="checkbox"/>	Eating (need for adaptive devices or assistance from another person) _____
<input type="checkbox"/>	<input type="checkbox"/>	Monitoring/observation of food intake _____
<input type="checkbox"/>	<input type="checkbox"/>	Toileting, including assistance equipment, or assistance of another person (specify) _____
<input type="checkbox"/>	<input type="checkbox"/>	Continence, bowel or bladder control. Are assistive devices such as a catheter required? _____
<input type="checkbox"/>	<input type="checkbox"/>	Help with medication _____
<input type="checkbox"/>	<input type="checkbox"/>	Needs special observation/night supervision (due to confusion, forgetfulness, wandering) _____
<input type="checkbox"/>	<input type="checkbox"/>	Help in managing own cash resources _____
<input type="checkbox"/>	<input type="checkbox"/>	Help in participating in activity programs _____
<input type="checkbox"/>	<input type="checkbox"/>	Medical attention _____
<input type="checkbox"/>	<input type="checkbox"/>	Incidental health and medical care _____
<input type="checkbox"/>	<input type="checkbox"/>	Services Needed" not identified above _____
<input type="checkbox"/>	<input type="checkbox"/>	Able to evacuate reasonably quickly (e.g., walk directly the route without hesitation).
FUNCTION	NEED	ABILITIES (Check all items below)
YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Active, requires no personal help of any kind - able to go up and down stairs easily
<input type="checkbox"/>	<input type="checkbox"/>	Active, but has difficulty climbing or descending stairs
<input type="checkbox"/>	<input type="checkbox"/>	Uses brace or crutch
<input type="checkbox"/>	<input type="checkbox"/>	Frail or slow
<input type="checkbox"/>	<input type="checkbox"/>	Uses walker. If Yes, can get in and out unassisted? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	Uses wheelchair. If Yes, can get in and out unassisted? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	Requires grab bars in bathroom
<input type="checkbox"/>	<input type="checkbox"/>	Other: (Describe) _____

Is there any additional information which would assist the facility in determining applicant's suitability for admission?
Yes, please attach comments on separate sheet.

■ Yes

■ No If

TO THE BEST OF MY KNOWLEDGE, I/THE ABOVE PERSON DO/DOES NOT NEED SKILLED NURSING CARE.

SIGNATURE OF APPLICANT OR RESPONSIBLE PERSON

DATE COMPLETED

SIGNATURE OF LICENSEE OR DESIGNATED REPRESENTATIVE

DATE COMPLETED

I/We acknowledge receipt of **Appendix B-2**, Assessment Tools:

Resident: _____ Date: _____

Representative: _____ Date: _____

Resident: _____ Date: _____

Representative: _____ Date: _____

[Name of Community Representative]: _____ Date: _____

Title: _____

APPENDIX C

HOME HEALTH AGENCY/PRIVATE DUTY POLICY

All outside home health care personnel shall be required to submit the following documents to the Administrator:

1. Proof of Criminal Background check from the California Department of Justice, which must include a live scan with a signature and stamp by the scan operator.
2. Health screening documentation, including a TB test and a physical, which shows the health provider can perform this work. This documentation must be dated not more than six months prior to beginning service at Amethyst Grove Assisted Living.
3. If an outside agency is involved, the health care personnel and the agency must be bonded and licensed and copies of documents provided prior to their employees entering Amethyst Grove Assisted Living.

The resident or resident's responsible representative is responsible for contracting with the outside health care person and providing direction and oversight of the health care person's duties. Such direction shall include an understanding of Amethyst Grove Assisted Living's rules, including but not limited to:

1. The outside health care person is responsible for providing their services only for the resident for whom the health person has contracted. In no instance shall the outside health care person assist a Amethyst Grove Assisted Living resident. The outside health person must notify Amethyst Grove Assisted Living personnel if the outside health care person observes that any resident requires attention.
2. The family is responsible for providing meals to the outside health care person. If the family chooses to pay for meals from the Amethyst Grove Assisted Living dining services, the family shall arrange in advance with the Administrator. When receiving meals from Amethyst Grove Assisted Living, the outside health care person will not have a higher priority than Amethyst Grove Assisted Living residents or staff and must self-serve their meals and bus their own dishes to the kitchen.
3. The outside health care person is considered a guest. In that respect, Amethyst Grove Assisted Living has the right to refuse entry to an outside home health care person or to exit that person immediately without prior notice to the family if the outside health care person is considered inappropriate with respect to Amethyst Grove Assisted Living standards.
4. In the event of a county ordered lock-down or an isolation event, no outside health care persons or providers will be allowed in the community except for Hospice, who may enter at their own risk.
5. Any violation of Amethyst Grove Assisted Living policy may mean immediate removal of the outside health care person from Amethyst Grove Assisted Living premises.

I/We acknowledge receipt of **Appendix C**, Home Health Agency:

Resident: _____ Date: _____

Representative: _____ Date: _____

Resident: _____ Date: _____

Representative: _____ Date: _____

[Name of Community Representative]: _____ Date: _____

Title: _____

APPENDIX D

STATEMENT OF RESIDENTS' PERSONAL RIGHTS

Pursuant to Section 1569.269 of the Health and Safety Code and Section 87468 of Title 22 of the California Code of Regulations, you shall have personal rights, which include, but are not limited to, the following:

1. Health & Safety Code, Section 1569.269 (Article 2.5 of Chapter 3.2 of Division 2 of the Health and Safety Code)

A. Under the licensing statute governing residential care facilities for the elderly (RCFEs), residents have the following rights [Cal. Health & Safety Code §1569.269]:

1. To be accorded dignity in their personal relationships with staff, residents, and other persons.
2. To be granted a reasonable level of personal privacy in accommodations, medical treatment, personal care and assistance, visits, communications, telephone conversations, use of the Internet, and meetings of resident and family groups.
3. To confidential treatment of their records and personal information and to approve their release, except as authorized by law.
4. To be encouraged and assisted in exercising their rights as citizens and as residents of the facility. Residents shall be free from interference, coercion, discrimination, and retaliation in exercising their rights.
5. To be accorded safe, healthful, and comfortable accommodations, furnishings, and equipment.
6. To care, supervision, and services that meet their individual needs and are delivered by staff that are sufficient in numbers, qualifications, and competency to meet their needs.
7. To be served food of the quality and in the quantity necessary to meet their nutritional needs.
8. To make choices concerning their daily life in the facility.
9. To fully participate in planning their care, including the right to attend and participate in meetings or communications regarding the care and services to be provided, and to involve persons of their choice in the planning process. The licensee shall provide necessary information and support to ensure that residents direct the process to the maximum extent possible and are enabled to make informed decisions and choices.
10. To be free from neglect, financial exploitation, involuntary seclusion, punishment, humiliation, intimidation, and verbal, mental, physical, or sexual abuse.
11. To present grievances and recommend changes in policies, procedures, and services to the staff of the facility, the facility's management and governing authority, and to any other person without restraint, coercion, discrimination, reprisal, or other retaliatory actions. The licensee shall take prompt actions to respond to residents' grievances.
12. To contact the State Department of Social Services, the long-term care ombudsman, or both, regarding grievances against the licensee. The licensee shall post the

telephone numbers and addresses for the local offices of the State Department of Social Services and ombudsman program conspicuously in the facility foyer, lobby, residents' activity room, or other location easily accessible to residents.

13. To be fully informed, as evidenced by the resident's written acknowledgement, prior to or at the time of admission, of all rules governing residents' conduct and responsibilities. All rules established by a licensee shall be reasonable and shall not violate any rights set forth in this chapter or in other applicable laws or regulations.

14. To receive in the admission agreement a comprehensive description of the method for evaluating residents' service needs and the fee schedule for the items and services provided, and to receive written notice of any rate increases.

15. To be informed in writing at or before the time of admission of any resident retention limitations set by the State or licensee, including any limitations or restrictions on the licensee's ability to meet residents' needs.

16. To reasonable accommodation of individual needs and preferences in all aspects of life in the facility, except when the health or safety of the individual or other residents would be endangered.

17. To reasonable accommodation of resident preferences concerning room and roommate choices.

18. To written notice of any room changes at least 30 days in advance unless the request for a change is agreed to by the resident, required to fill a vacant bed, or necessary due to an emergency.

19. To share a room with the resident's spouse, domestic partner, or a person of resident's choice when both spouses, partners, or residents live in the same facility and consent to the arrangement.

20. To select their own physicians, pharmacies, privately paid personal assistants, hospice agency, and health care providers, in a manner that is consistent with the resident's contract of admission or other rules of the facility, and in accordance with this act.

21. To have prompt access to review all their records and to purchase photocopies. Photocopied records shall be promptly provided, not to exceed two business days, at a cost not to exceed the community standard for photocopies.

22. To be protected from involuntary transfers, discharges, and evictions in violation of State laws and regulations. Facilities shall not involuntarily transfer or evict residents for grounds other than those specifically enumerated under State law or regulations and shall comply with enumerated eviction and relocation protections for residents. For purposes of this paragraph, "involuntary" means a transfer, discharge, or eviction that is initiated by the licensee, not by the resident.

23. To move from a facility.

24. To consent to have relatives and other individuals of the resident's visit during reasonable hours, privately and without prior notice.

25. To receive written information on the right to establish an advanced health care directive and the licensee's written policies on honoring those directives.

26. To be encouraged to maintain and develop their fullest potential for independent living through participation in activities that are designed and implemented for this purpose.

27. To organize and participate in a resident council that is established in accordance with the law.

28. To protection of their property from theft or loss in accordance with Sections 1569.152, 1569.153, and 1569.154.

29. To manage their financial affairs. A licensee shall not require residents to deposit their personal funds with the licensee. Except as provided in approved continuing care agreements, a licensee, or a spouse, domestic partner, relative, or employee of a licensee, shall not do any of the following:

- a. Accept appointment as a guardian or conservator of the person or estate of a resident.
- b. Become or act as a representative payee for any payments made to a resident, without the written and documented consent of the resident or the resident's representative.
- c. Serve as an agent for a resident under any general or special power of attorney.
- d. Become or act as a joint tenant on any account with a resident.
- e. Enter into a loan or promissory agreement or otherwise borrow money from a resident without a notarized written agreement outlining the terms of the repayment being given to the resident.

30. To keep, have access to, and use their own personal possessions, including toilet articles, and to keep and be allowed to spend their own money, unless limited by statute or regulation.

B. A licensed residential care facility for the elderly shall not discriminate against a person seeking admission or a resident based on sex, race, color, religion, national origin, marital status, registered domestic partner status, ancestry, actual or perceived sexual orientation, or actual or perceived gender identity.

C. No provision of a contract of admission, including all documents that a resident or his or her representative is required to sign as part of the contract for, or as a condition of, admission to a residential care facility for the elderly, shall require that a resident waive benefits or rights to which he or she is entitled under this chapter or provided by federal or other State law or regulation.

D. Residents' family members, friends, and representatives have the right to organize and participate in a family council that is established pursuant to Section 1569.158.

E. The rights specified in this section shall be in addition to any other rights provided by law.

F. The provisions of this section are severable. If any provision of this section or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

Title 22, California Code of Regulations, Section 87468

A. Each resident shall have personal rights which include, but are not limited to, the following:

1. To be accorded dignity in his/her personal relationships with staff, residents, and other persons.

2. To be accorded safe, healthful, and comfortable accommodations, furnishings, and equipment.

3. To be free from corporal or unusual punishment, humiliation, intimidation, mental abuse, or other actions of a punitive nature, such as withholding of monetary allowances or interfering with daily living functions such as eating or sleeping patterns or elimination.

4. To be informed by the licensee of the provisions of law regarding complaints and of procedures to confidentially register complaints, including, but not limited to, the address and telephone number of the complaint receiving unit of the licensing agency.

5. To have the freedom of attending religious services or activities of his/her choice and to have visits from the spiritual advisor of his/her choice. Attendance at religious services, either in or outside the facility, shall be on a completely voluntary basis.

6. To leave or depart the facility at any time and to not be locked into any room, building, or on facility premises by day or night. This does not prohibit the establishment of house rules, such as the locking of doors at night, for the protection of residents; nor does it prohibit, with permission of the licensing agency, the barring of windows against intruders.

7. To visit the facility prior to residence along with his/her family and responsible persons.

8. To have his/her family or responsible persons regularly informed by the facility of activities related to his care or services including ongoing evaluations, as appropriate to the resident's needs.

9. To have communications to the facility from his/her family and responsible persons answered promptly and appropriately.

10. To be informed of the facility's policy concerning family visits and other communications with residents, as specified in Health and Safety Code Section 1569.313.

11. To have his/her visitors, including ombudspersons and advocacy representatives permitted to visit privately during reasonable hours and without prior notice, provided that the rights of other residents are not infringed upon.

12. To wear his/her own clothes; to keep and use his/her own personal possessions, including his/her toilet articles; and to keep and be allowed to spend his/her own money.

13. To have access to individual storage space for private use.

14. To have reasonable access to telephones, to both make and receive confidential calls. The licensee may require reimbursement for long distance calls.

15. To mail and receive unopened correspondence in a prompt manner.

16. To receive or reject medical care, or other services.

17. To receive assistance in exercising the right to vote.

18. To move from the facility.

The appropriate licensing agency to contact regarding complaints is:

Department of Social Services
Community Care Licensing Division
2525 Natomas Park Drive, Suite 270
Sacramento, CA 95833
Telephone: (916) 324-2112

Long Term Care Ombudsman Program
1401 El Camino Avenue, 4th floor
Sacramento, CA 95815
Telephone: (916) 486-1876

To report known or suspected elder abuse, contact the Statewide Ombudsman Toll Free 24-Hour CRISIS line at (800) 231-4024 or the Local Ombudsman's Office at (916) 486-1876.

By signing below, you acknowledge that you have been personally advised of and received copies of the rights set forth above in the Health and Safety Code and in Title 22 of the California Code of Regulations at the time of your admission:

Resident: _____ **Date:** _____

Resident: _____ **Date:** _____

Resident's Representative: _____ **Date:** _____

[Name of Community Representative]: _____ **Date:** _____

Title: _____

APPENDIX D-1

LGBT Antidiscrimination Act

Amethyst Grove Assisted Living does not discriminate and does not permit discrimination, including, but not limited to, bullying, abuse, or harassment, on the basis of actual or perceived sexual orientation, gender identity, gender expression, or HIV status, or based on association with another individual on account of that individual's actual or perceived sexual orientation, gender identity, gender expression, or HIV status. You may file a complaint with the Office of the State Long- Term Care Ombudsman [local office (916) 486-1876] if you believe that you have experienced this kind of discrimination.

LGBT Resident Rights

1439.51. (a) Except as provided in subdivision (b), it shall be unlawful for a long-term care facility or facility staff to take any of the following actions wholly or partially on the basis of a person's actual or perceived sexual orientation, gender identity, gender expression, or human immunodeficiency virus (HIV) status:

- (1) Deny admission to a long-term care facility, transfer or refuse to transfer a resident within a facility or to another facility, or discharge or evict a resident from a facility.
- (2) Deny a request by residents to share a room.
- (3) Where rooms are assigned by gender, assigning, reassigning, or refusing to assign a room to a transgender resident other than in accordance with the transgender resident's gender identity, unless at the transgender resident's request.
- (4) Prohibit a resident from using, or harass a resident who seeks to use or does use, a restroom available to other persons of the same gender identity, regardless of whether the resident is making a gender transition or appears to be gender-nonconforming. Harassment includes, but is not limited to, requiring a resident to show identity documents to gain entrance to a restroom available to other persons of the same gender identity.
- (5) Willfully and repeatedly fail to use a resident's preferred name or pronouns after being clearly informed of the preferred name or pronouns.
- (6) Deny a resident the right to wear or be dressed in clothing, accessories, or cosmetics that are permitted for any other resident.
- (7) Restrict a resident's right to associate with other residents or with visitors, including the right to consensual sexual relations, unless the restriction is uniformly applied to all residents in a nondiscriminatory manner. This section does not preclude a facility from banning or restricting sexual relations if the ban or restriction is applied uniformly and in a nondiscriminatory manner.
- (8) Deny or restrict medical or nonmedical care that is appropriate to a resident's organs and bodily needs, or provide medical or nonmedical care in a manner that, to a similarly situated reasonable person, unduly demeans the resident's dignity or causes avoidable discomfort.

(b) This section shall not apply to the extent that it is incompatible with any professionally reasonable clinical judgment.

I/We acknowledge receipt of **Appendix D-1** LGBT Antidiscrimination Act and LGBT Resident Rights:

Resident:_____Date:_____

Representative:_____Date:_____

Resident:_____Date:_____

Representative:_____Date:_____

[Name of Community Representative]:_____Date:_____

[Title] _____

APPENDIX E

TELECOMMUNICATION DEVICE NOTIFICATION LIC 9158

STATE OF CALIFORNIA-HEALTH AND HUMAN SERVICE AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

ORIGINAL – Client/Client Representative
COPY – Client/Resident File

TELECOMMUNICATIONS DEVICE NOTIFICATION

☐ ADULT RESIDENTIAL FACILITY
☐ ADULT DAY PROGRAM
☐ RESIDENTIAL CARE FACILITY FOR THE
CHRONICALLY ILL
☐ SOCIAL REHABILITATION FACILITY

☐ FOSTER FAMILY HOME
☐ GROUP HOME
☐ SMALL FAMILY HOME
☒ RESIDENTIAL CARE FACILITY
FOR THE ELDERLY

NOTICE

Any deaf or hearing impaired, or otherwise impaired resident of any community care facility is entitled to equipment and service, pursuant to Section 2881 of the California Public Utilities Code, to improve the quality of their telecommunications. Any resident who has a declaration from a licensed professional or a qualified state or federal agency, that he or she is deaf or hearing impaired, or otherwise disabled should contact the California Telephone Access Program at 1-800-806-1191 and ask for assistance in obtaining this equipment and service.

This section shall not be construed to require, in any way, the licensee to provide a separate telephone line for any resident.

CLIENT/RESIDENT SIGNATURE

DATE

CONSERVATOR/RESPONSIBLE PERSON/AUTHORIZED REPRESENTATIVE SIGNATURE (IF ANY)

DATE

FACILITY NAME

FACILITY ADDRESS

Amethyst Grove Assisted Living

2145 Cumberland Loop

Roseville, CA 95747

FACILITY REPRESENTATIVE SIGNATURE

DATE

CALIFORNIA PUBLIC UTILITIES CODE SECTION 2881 (a) and (c)

2881. (a) The commission shall design and implement a program to provide a telecommunications device capable of serving the needs of individuals who are deaf or hearing impaired, together with a single party line, at no charge additional to the basic exchange rate, to any subscriber who is certified as an individual who is deaf or hearing impaired by a licensed physician and surgeon, audiologist, or a qualified state or federal agency, as determined by the commission, and to any subscriber that is an organization representing individuals who are deaf or hearing impaired, as determined and specified by the commission pursuant to subdivision (e). A licensed hearing aid dispenser may certify the need of an individual to participate in the program if that individual has been previously fitted with an amplified device by the dispenser and the dispenser has the individual's hearing records on file prior to certification.

(c) The commission shall also design and implement a program whereby specialized or supplemental telephone communications equipment may be provided to subscribers who are certified to be disabled at no charge additional to the basic exchange rate. The certification, including a statement of visual or medical need for specialized telecommunications equipment, shall be provided by a licensed optometrist or physician and surgeon acting within the scope of practice of his or her license, or by a qualified state or federal agency as determined by the, commission.

LIC 9158 (11/04)

I/We acknowledge receipt of **Appendix E**, Telecommunications Device Form:

Resident:_____Date:_____

Representative:_____Date:_____

Resident:_____Date:_____

Representative:_____Date:_____

[Name of Community Representative]:_____Date:_____

[Title] _____

APPENDIX F

TERMINATION DUE TO LICENSE FORFEITURE OR CHANGE OF USE

1. Upon Sixty (60) Days' Written Notice. We may terminate this Agreement upon sixty (60) days' prior written notice to you or your Representative, if any, if either of the following events occurs:

(a) Our license to operate Amethyst Grove Assisted Living is forfeited because of a sale or transfer of Amethyst Grove Assisted Living or its property, surrender of the license, or abandonment of Amethyst Grove Assisted Living in accordance with Health and Safety Code Sections 1569.19(a), (b) or (f); or

(b) There is a change of use of Amethyst Grove Assisted Living.

2. Notice. If we terminate this Agreement under Section 1 above, you and your Representative, if any, shall receive a notice of the reason for the termination, with specific facts to permit a determination of the date, place, witnesses, and circumstances concerning the reasons. The notice will also include a copy of your current service plan, your relocation evaluation prepared by us (see Section 6 below), a list of referral agencies, an explanation of your or your legal representative's right to contact the California Department of Social Services ("DSS") to investigate the reasons given for the termination, and the contact information (including address and telephone number) for the local long-term care ombudsman. We will send to DSS a written report of the termination within five (5) days after issuing the termination notice.

3. Timing of Refund/Credit. Any refund due under Section 3 above shall be paid to you within fifteen (15) days of issuing the notice of termination. Instead of receiving a refund due under Section 3 above, we shall, at your request, give you a credit toward your Monthly Fee payment obligation in an amount equal to the refund due under Section 3 above.

4. Refund of Prepaid Monthly Fee. Following termination of this Agreement under

Section 1 above, we will pay you or your legal representative a proportional per diem amount of any prepaid Monthly Fee. You or your legal representative shall receive the refund on the date you move out of Amethyst Grove Assisted Living and vacate your Suite (see Section II.E.4 of the Agreement), provided you submit to us a written request to receive such refund on that date at least five (5) days before your scheduled move-out date. Otherwise, you or your legal representative shall receive such refund within seven (7) days from the date that you leave Amethyst Grove Assisted Living and your Suite is vacated. (See Section II.E.4 of the Agreement.)

5. Relocation Evaluation. If we terminate this Agreement under Section 1 above, we will take all reasonable steps to transfer affected residents safely and to minimize possible transfer trauma. Before you receive a termination notice under Section 2 above, we will prepare a relocation evaluation of your needs. Your relocation evaluation shall include recommendations regarding the type of facility that would meet your present needs based on your current service plan and a list of those types of facilities that are located within a sixty (60)-mile radius of Amethyst Grove Assisted Living. We shall discuss your relocation evaluation with you and your legal representative, if any, within thirty (30) days of issuing the notice of termination under Section 2.

6. Closure Plan. If we plan to terminate the residency of seven (7) or more residents under Section 1 above, we shall submit a proposed closure plan in accordance with Health and Safety Code Section 1569.682(b) to DSS for approval. We will not accept new residents or enter into new Residence and Service Agreements after we submit the closure plan to DSS. Until such time that DSS approves the closure plan, we shall not issue a notice of termination to any resident under Section 2 above or require any resident to transfer. Upon approval by DSS, we shall send a copy of the closure plan to the local ombudsman program and commence issuing termination notices under Section 2 above.

7. Notice to DSS and Ombudsman. We shall submit a final list of names and new locations of all transferred residents to DSS and the local ombudsman program within ten (10) days of the date that the final resident is transferred from Amethyst Grove Assisted Living.

I/We acknowledge receipt of **Appendix F**, Termination Due to License Forfeiture or Change of Use:

Resident/Representative: _____ Date: _____

Resident/Representative: _____ Date: _____

[Name/Title of Community Representative]: _____ Date: _____

APPENDIX G

Personal Financial Statement

Prospective Resident #1: _____

Date of Birth: _____ Age: _____ SSN: _____ Phone #: _____

Home Address: _____ City: _____ State/Zip: _____

Prospective Resident #1: _____

Date of Birth: _____ Age: _____ SSN: _____ Phone #: _____

Home Address: _____ City: _____ State/Zip: _____

Total Assets		Total Liabilities / Debts	
Summary of Assets	Amount	Summary of Liabilities	Amount
Real Estate		Mortgages or Liens on Real Estates	
Savings		Loans on Life Insurance	
Securities Owned		Notes Payable to	
Notes Receivable		Capital Gains	
Mortgages & Deeds of Trust Owned		Installment Contracts Payable	
Cash Surrender Value of Life Insurance		Other Liabilities	
Other Assets			
Total:		Total:	

Total Income:				Total Expenses	
Summary of Income	Monthly	OR	Annual	Summary of Annual Expenses	Amount
Social Security				Property Taxes / Assessments	
Pension				Income and Other Taxes	

Annuities				Mortgage Payments and Interests	
Dividends				Other Contract Payments	
Interest				Insurance	
Rentals				Living Expenses (other than those converted by Pacific Gardens)	
Loans				Medical Expenses	
Other				Other Expenses	
Total:				Total:	

I/We acknowledge receipt of **Appendix G**, Personal Financial Statement:

Resident:_____Date:_____

Representative:_____Date:_____

Resident:_____Date:_____

Representative:_____Date:_____

[Name of Community Representative]:_____Date:_____

[Title]

APPENDIX H

Acknowledgement of Notice of

Privacy Information Practices

I, _____ (name of resident), hereby acknowledge receipt of Amethyst Grove Assisted Living Notice of Privacy Information practices.

Signature of Resident or
Legal Representative

Date

Print name of Resident or
Legal Representative

Administrator

Date

Authorization for use and Disclosure of Protected Health Information

Resident

I hereby authorize the use and disclosure of my protected health information as follows:

A Name of person, class of persons, or organization authorized to make the requested use of disclosure: Amethyst Grove Assisted Living, Roseville, CA

B Name of person, class of persons, or organization authorized to receive and use my protected Health information: Medical professionals

C Description of my Protected health information to be used or disclosed:
Medical history

D Resident's protected health information is being used or disclosed for the following purpose(s):
Medical purposes and emergencies

I understand that I have the following rights with respect to this Authorization for use and disclosure of my protected health information:

1. The recipient of my protected health information may not further disclose such information unless the recipient obtains another authorization from me or unless such disclosure is specifically required or permitted by law.
2. I may not be required to sign this Authorization as a condition of my ability to obtain treatment or payment or my eligibility for benefits.
3. Amethyst Grove Assisted Living will provide me a copy of this Authorization.
4. I may revoke this Authorization at any time by mailing or personally delivering a signed, written notice of revocation to Amethyst Grove Assisted Living. Such revocation will be effective upon receipt, except to the extent that the recipient has acted in reliance of this Authorization.
5. I understand that I am entitled to notice if Amethyst Grove Assisted Living will receive any compensation for the use or disclosure of my protected health information.

This Authorization will expire on: Upon move out.

If this Authorization is for the use and/or disclosure of psychotherapy notes, it cannot be combined with any other authorization.

Signature of Resident or Personal Representative if signing on behalf of Resident.

Describe Personal Representative's Relationship to Resident and authority to act on behalf of Resident.

Print Name

Date

Address, Telephone Number of Resident or Personal Representative.

APPENDIX I



2145 Cumberland Loop
Roseville, CA 95747

CONSENT TO BE PHOTOGRAPHED

Please initial on the line(s) below to signify your consent for (Name of Resident)

_____ To be photographed by Amethyst Grove

Assisted Living for the following purposes:

_____ • Displays in Amethyst Grove Assisted Living

_____ • Programs for Amethyst Grove Assisted Living residents and families

_____ • Amethyst Grove Assisted Living Website or Social Media

_____ • Amethyst Grove Assisted Living brochure

_____ • I do not authorize Amethyst Grove Assisted Living to take or use my photograph for any purpose.

Date: _____

Print Your Name: _____

Signed by Responsible Party: _____

Community Representative: _____

APPENDIX J

DIETARY

Resident	
Food Restrictions	<hr/> <hr/> <hr/>
Food Likes	<hr/>
Food Allergies	<hr/> <hr/>

Portion Size		
Small	Medium	Large
Diabetic	Yes	No
Soft Diet	Yes	No
Assistance with Cutting	Yes	No
Supplemental Nutrition to Maintain Weight	Yes	No

Food Preference

None	Vegetarian	Vegan
Dairy	Yes	No
Lactose Intolerant (milk)	Yes	No

Dental Statue

Own Teeth	Edentulous
Dentures – Uppers	Dentures – Lower
Fit – Good	Fit - Poor

Eating Habits

Eats with a fork	Eats slowly (serve first)
Uses hands	Eats normally
Requires clothing protector	Eats quickly

Resident	Date
Representative	Date
Administrator	Date

PERSONAL PROPERTY PROCEDURES (RCFE)

FACILITY NAME	FACILITY NUMBER
Amethyst Grove Assisted Living	312700994

The following are the policies and procedures for safeguarding residents' personal property.

INVENTORY - It is our policy to maintain a current inventory (Licensing form LIC 621) of all personal property identified by residents. The following are our inventory procedures:

Admission: _____

Additions: _____

Discharge: _____

THEFT AND LOSS - Our policy is to document loss of personal property. When a theft exceeds \$100 or more, a report shall be filed with a Law Enforcement Agency within 36 hours of the theft. Our procedures for theft/loss documentation are as follows:

Documentation of Theft/Loss: _____

Documentation Methods used to Evaluate Loss: _____

Documentation Measure of Controlling Future Loss: _____

IDENTIFICATION - It is our policy to label resident's personal property for their protection. Our procedures for marking and labeling resident's property are as follows:

Marking & Labeling: _____

NOTIFICATION - It is our policy to notify interested parties about our loss prevention program and provide them with copies of applicable laws (H & S code, Sections 1569.152, 1569.153 & 1569.154). Our procedures for posting, giving notice and distribution are as follows:

Posting & Notice: _____

Distribution Procedures: _____

REVIEW AND UPDATE

DATE:	REVIEWERS:	DATE:	REVIEWERS:
DATE:	REVIEWERS:	DATE:	REVIEWERS:
DATE:	REVIEWERS:	DATE:	REVIEWERS:
DATE:	REVIEWERS:	DATE:	REVIEWERS:

LIC 9059 (5/99)

PERSONAL PROPERTY PROCEDURES

HEALTH AND SAFETY CODE, SECTION 1569.153 REQUIRES EVERY RESIDENTIAL CARE FACILITY FOR THE ELDERLY TO HAVE A THEFT AND LOSS PROGRAM TO SAFEGUARD ITS RESIDENTS' PERSONAL PROPERTY. EACH FACILITY IS REQUIRED TO ESTABLISH POLICY AND PROCEDURES TO ENSURE THAT THE RESIDENTS' PERSONAL PROPERTY IS SAFEGUARDED. THIS FORM IS DESIGNED TO PROVIDE GUIDELINES TO BE USED BY THE FACILITY IN DEVELOPING POLICY AND PROCEDURES IN COMPLIANCE WITH THIS MANDATE.

AT LEAST SEMIANNUALLY, THE FACILITY SHALL DOCUMENT ITS EFFORTS TO CONTROL THEFT AND LOSS. THIS SHALL INCLUDE THE REVIEW OF THEFT AND LOSS DOCUMENTATION, INVESTIGATIVE PROCEDURES AND THE RESULTS OF ANY INVESTIGATION(S) BY THE ADMINISTRATOR AND, WHEN FEASIBLE, THE RESIDENT COUNCIL.

INSTRUCTIONS FOR COMPLETING THE LIC 9059

PLEASE FOLLOW THE INSTRUCTIONS, LISTED BELOW, TO COMPLETE THE LIC 9059:

A. INVENTORY

All resident personal items must be inventoried unless the resident refuses the inventory and the refusal is documented.

Under this section specify:

1. How the inventory of personal items will be documented at the time of admission.
2. Who receives copies of the inventory.
3. How new items will be added to the inventory; and
4. How items will be removed from the inventory and/or surrendered at the time of discharge or death of resident.

B. THEFT AND LOSS

Under this section specify:

1. How and when the facility will record theft or loss.
2. How long the records will be maintained.
3. Who will receive copies of the theft and loss of records.
4. In case of theft or loss, when will the law enforcement agency be notified.
5. How will the value of missing items be estimated.
6. What follow-up measures will be implemented to control future losses.

C. IDENTIFICATION

State when and how the facility will mark, label, or engrave resident's property.

D. SECURITY

State where the secured area for safeguarding resident's property is located. This may include cabinets and drawers and any other safeguard methods used by the facility for safekeeping residents' property.

E. NOTIFICATION

Specify the following:

1. Where the facility will post its policy and procedures for safeguarding of residents' property.
2. How the facility will notify its residents of its Theft and Loss Program.
3. How copies of these procedures and applicable law will be provided to interested parties.

NOTE: During facility evaluations and as part of a complaint investigation, the licensing agency shall require licensees to show evidence that they have, twice a year, reviewed their Theft and Loss Policies and Procedures, taking into consideration specific losses and loss investigations.

F. REVIEW AND UPDATE

Signing and dating this section of the Theft and Loss Procedures will serve as verification that the licensee/ designated staff person acknowledges that he/she has reviewed and updated the Facility Policy and Procedures as required by California Health and Safety Code, Section 1569.153.

I/We acknowledge receipt of the Personal Property Procedures:

Resident:_____Date:_____

Representative:_____Date:_____

Resident:_____Date:_____

Representative:_____Date:_____

[Name of Community Representative]:_____Date:_____

[Title]

Move-In Consideration Worksheet

Resident

Monthly Rent for Resident \$_____

Monthly Rate for Care Services \$_____

Consideration for Resident One \$_____

Monthly Rent for Spouse \$_____

Monthly Rate for Care Services \$_____

Consideration for Spouse \$_____

Other Monthly Cost _____ \$_____

One - Time Considerations:

Community Fee \$_____

Sub-Total \$_____

Deposit <\$ 0 _____>

TOTAL MOVE-IN Consideration \$_____

I/We acknowledge receipt of the **Move-In Consideration Worksheet**:

Resident:_____ Date:_____

Representative:_____ Date:_____

Resident:_____ Date:_____

Representative:_____ Date:_____

[Name of Community Representative]:_____ Date:_____

[Title]

Move-In, Move-Out Checklist

Resident:	Suite:
-----------	--------

Item	Move-In Pre-Check (Initial)	Date	Move- Out Check (Initial)	Date
Lights				
Floor				
Cabinets				
Closets				
Walls				
Windows				
Window Coverings				
Heating & Cooling				
Doors				
Outlets				
Shower Curtain				
Shower				
Bathroom Floor				
Mirrors				
Telephone				
Cable				

Furniture

I/We acknowledge receipt of the **Move-In, Move-Out Checklist**:

Resident:_____Date:_____

Representative:_____Date:_____

Resident:_____Date:_____

Representative:_____Date:_____

[Name of Community Representative]:_____Date:_____

[Title]

Confirmation of Rate Increase Disclosure

I have received the Amethyst Grove Assisted Living rate history disclosure.

Resident

Signature_____

Print Name_____

Date_____

Amethyst Grove Assisted Living

By: _____

Print Name_____

Title_____

Date _____

REPRESENTATIVE OR RESPONSIBLE
PARTY (if any):

Signature_____

Print Name_____

Address and Telephone Number

Date_____

Conversation Log _____

[illegible]



Information for Monthly Invoices

Resident Name

Suite #

Please list below the person financially responsible for monthly payment along with the address where all invoices should be mailed.

Name: _____

Relationship to Resident: _____

Phone Number(s): _____

Email: _____

Mailing Address: _____

Amethyst Grove Assisted Living
2145 Cumberland Loop
Roseville, CA 95747

Phone (916) 899-5423
Fax (916) 899-5423

ACTIVITY INTEREST SURVEY

INSTRUCTIONS: For each activity that applies to the resident, check “P” past interest or “C” for current interest. Note games, types of crafts, etc., as applicable. For those checked “P” ask how the past interest can still be pursued.

Resident Name: _____

P	C	LEISURE INTEREST	RESIDENT REFERENCES		
		Playing cards:	Name Preference:		
		Playing games:	Favorite Color:		
		Crafts/Arts:	Favorite Season:		
		Exercise:	Favorite Pet / Animal:		
		Sports interests:	Alcohol Use:		
		Music/Singing/Dancing:	Tobacco Use:		
		Reading/Talking books:	Yes	No	VOTING RIGHT
		Writing:			Is resident interested in voting?
		Spiritual/Religious activity:			SPIRITUAL INVOLVEMENT
		Trips/Travel/Shopping/Dining:			Religious Preference:
		Walking/Wheeling outdoors:			Is resident a member of a church?
		TV/Radio/Movies:			Has the church been notified of resident's admission?
		Gardening/Plants:			Should the community contact the church? Telephone # _____ Contact Person _____
		Talking/Conversing/Telephone			
		Helping Others/Volunteering			
		Parties/Socials:			Would the resident like to attend in-house religious services? Comments: _____
		Intergenerational Activities:			
		Pet Visits:			
		Relaxation Activities:			Are there specific religious holidays that the resident celebrates? Specify: _____ How can the community meet the spiritual needs of the resident?
		Hobbies/Special Talents:			
		Group Organizations:			
		Household Tasks:			
		Other:			
		Other:			
		Other:			
ADDITIONAL ACTIVITY INFORMATION					

Additional resident preferences (i.e., prefers individual activities, large group, etc.)

Other Comments: _____

Information obtained from: ☐ Resident ☐ Family ☐ Other

Community Representative: _____
Signature *Title*

Date: ____/____/____

**ABSOLUTELY NO MEDICATIONS WILL BE GIVEN TO THE
RESIDENTS INCLUDING OTCs, THEY MUST ALL BE HANDED &
CHECKED IN BY FACILITY STAFF**

Resident or Responsible Party Signature _____ **Date:** _____

Facility Representative: _____ **Date:** _____

Amenities

Britani - Hair Stylist

Haircuts \$35
(Wash and cut)

Haircut & style \$45
(Wash, cut and blowout style)

Style blowout \$30
(Wash and blowout style)

Shampoo set \$38
(Wash and hair set on Rollers)

Perms \$84 & up
(Depends on length & density)

Joey - Barber

Cut \$15

Shave \$25
(\$35 for both)

Kendal - Mani/Pedi

Manicure \$30(includes cut and shape nails, cuticle care, polish or buff to high shine and massage.

Gel Manicure \$40(includes everything in a regular mani plus gel)

Toe nail cut \$20(includes cut, file and massage)

Pedicure \$40(includes cut and file nails, cuticle care, callus care, massage and polish.

Olivia - CMT

Chair/Bed
15 minutes - \$25
30 minutes - \$45

Table
60 minutes - \$60