



## General Rules and Regulations

### Definitions

In this agreement the "resident" will be referred to as resident.

"Representative" will be defined as family members, resident's representative, and/or conservator.

"Facility" or licensee is the operator of the facility and referred to as facility or "licensee" Facility may also include employees that render services for and on behalf of facility or licensee.

"California Health and Safety Code 1569.269" will be referred herein as CHSC

"California Department of Social Services" will be referred herein as CDSS

### Admission Policies

A residential care facility for the elderly, licensed by the CDSD is not allowed to provide 24-hour skilled nursing care. This facility does not and cannot provide "one-on-one care." *The facility does not assign one caregiver to provide 24-hour escort, bedside care, or continuous observation.* Under CHSC 1569.1, this licensed facility is designed to provide a "humane approach to meeting the housing, social and services needs of older persons," and to "provide a homelike environment for older persons with a variety of care needs."

### Failure to Provide Complete Information

Facility is required by state law and regulation to conduct a pre-admission appraisal and any needed reappraisal to determine the care to be provided to the resident. Facility and resident, and/or resident's representative, must be forthright in providing all needed and necessary information to determine suitability for admission and retention in residential care. Any false or misleading information provided by the resident or resident's representative may void this contract, according to state contract law, and lead to relocation or eviction.

### Assessment and Evaluation of Resident

The facility must, as required by state regulation, conduct a pre-admission appraisal of resident needs and services and the facility's ability to meet those needs. This appraisal is conducted by the administrator or designee using the criteria found in state regulation sections 87458, 87459, 87461 and 87462. Reappraisals are conducted when there is a significant change in the resident's condition according to the provisions found in state regulation section 87463, and annually if the resident has a physician diagnosis of dementia. This reappraisal involves the resident's physician, family and facility staff, and may result in initiating a level of care increase (see Levels of Care).

### Placement History

Facility anticipates the ability to meet all of our residents' needs as identified in the physician's medical assessment and facility's initial and ongoing appraisals. Facility may ask the resident or resident's representative to disclose past facility placements or admissions in other residential care facilities and the reason(s) for leaving, as facility wants to ensure this will be the last facility

the resident will need. Resident may refuse to disclose this information, but in order to accommodate all resident service needs and to prevent a future move, the facility may ask resident or resident's representative to disclose this information.

### **Care Plans/Needs and Services Plans**

This facility is licensed by the CDSS and is not a medical entity. Facility has no requirement to author or use "care plans," "plans of care," "service plans," or "needs and services plans." Such plans are for hospitals, nursing homes, home health agencies, hospice agencies, etc. as care plans are a medical approach to care. CHSC 1569.1, residential care facilities are "not primarily medically oriented" and are a "homelike," "social" setting. Should you or a payor source require care plans, facility will provide this admission agreement to you or to a payor source, with resident consent, that outlines all required and provided care, including basic services and levels of care. If you access home health or hospice, these agencies are required under state laws—CHSC 1569.725 and 1569.73, respectively—to author care plans. Facility is charged with reading, approving and implementing the plans, but must also operate within the confines of a social model of care. Any medical care provided by outside medical agencies cannot be evaluated by facility, and facility is not responsible for providing medical care that is outside the confines of allowed care.

### **Levels of Care**

Any increase due to a level of care or condition change may be implemented after providing a two-business day written notice, which is allowed under CHSC 1569.657. This includes a mandate that the facility provide a "detailed explanation" of the additional care provisions included in each level. Each level of care is "resident-specific." Facility will use the RCFE Levels of Care Assessment Tool.

The levels of care were implemented by the California State Legislature. *A change in the resident's condition is documented by the resident's physician using the state-standardized physician's report form—LIC602A—and by the facility using the state-standardized form LIC603A—prior to implementation of the levels of care.*

**Level 2—Minimal Care and Supervision.** Residents at this level present with mild confusion, some incontinence, medically stable but with mild emotional or behavior issues. Facility will provide the following additional services:

- Verbal reminders to perform hygiene functions;
- Monitor dressing, grooming, bathing and personal hygiene;
- Assistance in use of assistive devices such as a walker or wheelchair;
- Incontinence care, with verbal reminders to toilet, occasional brief changes;
- Redirection for behavior issues;
- Medically necessary diets
- Monitor weight including monthly weights

**Level 3—Moderate Care and Supervision.** Residents at this level present with moderate confusion, are non-ambulatory, use assistive devices, has a higher degree of incontinence, and has an allowable/restricted condition. Facility will provide the following additional services:

- Services in Level 2;
- Verbal reminders to time and place with recent events;
- Direct and assist with basic hygiene maintenance;
- Assistance with transferring to walker or wheelchair with staff;

- Incontinence care, including hygiene, infrequent brief changes, nighttime checks and changes, including more cueing to toilet;
- Assist with “as needed” medications for behavior; behavioral issues in addition to redirection;
- Assist with accessing home health for allowable/restricted health conditions, as required by CHSC 1569.39;
- Provide active intervention in weight management, including weekly weight monitoring

Level 3 requires an increased amount in addition to Basic Services Fee.

**Level 4—Extensive Care and Assistance including Allowable Health Conditions.**

Residents at this level present with disorientation, unstable mood and behavior due to dementia, inability to perform activities of daily living; total transfer dependence, complete incontinence, and possibly bedridden. Facility will provide the following additional services:

- Services at Levels 2 and 3;
- Verbal and visual reminders to time, place, meals, grooming, activities of daily living;
- Monitor and prevent wandering via active staff intervention with redirection;
- **Two-staff transfer assistance;**
- Assist with use of mechanical devices, i.e., **Hoyer lift;**
- Incontinence care, with frequent changes of briefs, possible showering, and nighttime changing;
- Assist with care planning with home health;
- Feeding assistance with all meals and snacks;
- Provide assistance with nutritive supplements, i.e., Ensure, vitamins.

Level 4 requires an increased amount in addition to Basic Services Fee.

**Level 5—Full Assistance and Possible Restricted/Prohibited Health Conditions,**

possible exception may be required by the Department. Residents at this level present with severe dementia, confusion, sundowning, elopement risk; qualify as “total care” assistance with most activities of daily living; uncooperative and/or combative; **bedridden**; hospice care; and obesity issues. Facility will provide the following additional services:

- Services at Levels 2 – 4;
- Active intervention in sundowning avoidance;
- **Two-caregiver assistance** with transfers, bathing and hygiene required for this higher level of care;
- **Monitor elopement risk;**
- Assist in participating in activities to reduce the use of psychotropic medications;
- **Turn and/or reposition in bed if bedridden** every two hours or as prescribed by hospice or home health;
- Assist hospice agency in creating and adhering to care plans;
- Assist in weight management via special diets or prescribed exercises;

Level 5 requires an increased amount in addition to Basic Services Fee.

Any additional services not contained in this agreement will be given to and reviewed with the resident and/or resident's representative and will only be implemented upon the signed and dated acknowledgement of said parties.

### **Acknowledgement of Average Monthly Rate Increases (H&SC 1569.658)**

California law requires that this facility, at the time of admission only, disclose to the resident and resident's representative its average monthly rate increases for living units and service fees, the average amount of the increase, and the average percentage of increase for each of the previous 3 years. (If facility has been in operation less than three years it will disclose any rate increases over its operating history.) This disclosure is updated by January 31 of each year.

### **Health Conditions**

This facility does not and cannot provide medical care and is licensed by the Department to meet resident's need for care. Clients that need emergency or hospital inpatient care or skilled nursing care may not be allowed to return to the facility if the facility assesses a resident and documents the client has a medical need that cannot be cared for within the limits of its license. The facility will advise resident's physician and resident's representative of the inability to meet client needs in addition to seeking placement at a higher level of care, if and until, the resident qualifies for residential care.

### **Blood Pressure/Heart Rate Monitoring**

If resident requires blood pressure or heart medications based upon vital sign readings resident must provide facility with equipment necessary for staff or resident to take vital sign readings, such as a blood pressure machine. Facility requests that any equipment furnished for such readings be in good working order. Resident may take own vital sign readings upon verification from resident's physician of resident ability to do so.

### **Diabetics**

Facility may and can accept diabetic residents. However, facility staff is unable, by state regulation, to administer injectable medications including insulin. Resident's physician must verify resident can "self-administer" injectable medications, and facility reserves the right to have physician verify resident's ongoing ability to self-administer injectable medication. Should residents using or needing injectable medication lose the ability to self-administer injectable medication, it constitutes reason for relocation via eviction as facility would not be able to meet the resident's need.

### **Third-Party Services**

Third-party services are those not operated, provided or controlled by the facility. The fees will vary depending upon provider. The resident or resident's representative will enter into a contract directly with the third-party services provider. Third-party services include, but are not limited to

1. Podiatry,
2. Pharmacy services,
3. Cosmetology services, or
4. Private Companion.

Any fees charged by a third-party service provider will be posted in the facility and are to be paid directly to the third-party service provider. These services may be arranged in and by the facility when requested by the resident or resident's representative. Facility reserves the right to monitor and assess the quality of these services. Rates for third-party services may increase without notice, and facility is not responsible for advising resident or resident's representative of increases. Some third-party providers, if hired by the resident or resident's representative, may be subject to the conditions listed under "Private Companion."

## Optional Services

Optional services are those services provided by the facility which have additional fees on each provision listed below:.

**Long Distance Phone Charges**—If resident uses facility phone to make long distance phone calls, these calls are charged to the resident at the cost of the call. A copy of charges will be placed in the resident's file and itemized on a monthly statement. Resident may install a private line in resident living area at resident expense. Resident or resident's representative must pay all charges associated with installation and maintenance of the phone and phone line and pay all charges for usage.

**Special Food Services**—Tray service, a special food service, is charged after two days if the resident is not unwilling, to come to the dining room. After two days, an additional fee per month will be charged.

**Special Food Products**—Special food items are those food items not ordinarily used by the facility and are purchased for an individual resident's use and consumption at the request of the resident. This includes diabetic foods. If requested, special food products purchased for an individual resident will be itemized on a monthly statement and charged at facility's cost [as allowed by Title 22 section 87464(e)(3)].

**Transportation**—Resident's representative may and are encouraged to provide basic transportation. Facility may provide resident with transportation when resident's representative or an alternative arrangement is unavailable and will incur an hourly fee. All transportation arrangements require a minimum of a 48-hours' notice. Facility will may alternative arrangements if family is unavailable or does not wish to pay facility's hourly charges. This may include using local agencies that specialize in resident transportation.

**Medication Management**—The facility assists with self-administered medication. All medication must be prescribed and authorized by the resident's physician. Medication management is required through a transfer of all medications and OTC vitamins to Tormed Pharmacy. It involves the use of a uniform medication packaging system, and the following assistance:

1. Reminding the resident to take medication;
2. Check all delivered medications for correctness of medication and dosage;
3. Observing the resident taking all medication;
4. Assisting with self-administration; and
5. Ordering and reordering medication.

There is **no additional charge** for this service, however, the facility is required to have doctors' orders for all medications and supplements that the facility dispenses. In addition to having **no charge** for this service we do require you use the pharmacy listed above, even if it is at a higher monthly rate verses 90-day supply, Costco bought medications, private pharmacy or family supplied medications and etc.

## Breakage/Damage Fee

The facility is not allowed to collect a deposit against possible damages caused by the resident. There is no prohibition in Title 22 or CHSC for charging the resident or resident's representative for damages that may be caused by the resident. This includes breakage of facility property, blocking of toilets or plumbing by placing inappropriate items into plumbing fixtures (i.e. clothing,

adult briefs, etc.), and the soiling of facility carpeting. The facility will not attempt to collect a fee for normal wear and tear caused by the resident, and any suspected damage or breakage will be discussed with resident or resident's representative. Any amount billed for damages will be the actual cost of replacement or repair.

### **Payment Provisions/Rate Increases**

The fee for the basic, optional and additional levels of care services must be paid in advance beginning on the first of the month and due the first of every month thereafter. If the basic monthly fee is not received within five days of the due date, a 6% late fee per day will be assessed for each day that the fee is not received. Payment may be made by check or cash. Should the facility receive a returned check from the bank, there will be a \$100 charge to cover bank fees and special handling costs, plus \$ 50 per day until secured payment is obtained. If the fee is not received within 10 days of its due date, eviction procedures will begin.

### **Modification Conditions**

Facility may, with a 30-day written notice to resident or resident's representative, amend this contract when such an amendment does not involve fees. Resident or resident's representative will be asked to sign and date the amendment. In addition, facility will provide resident and/or resident's representative with a 30-day written advanced notice of a necessary room change including an emergency or to fill a vacant bed. Resident may agree to waive the 30-day notice and move immediately to a different room.

### **Absentee Notification**

Under CHSC 1569.317, every residential care facility for the elderly shall develop and comply with an absentee notification plan to address issues that arise when a resident is missing from the facility. The plan shall include a requirement that an administrator of the facility, or designee, inform the resident's representative if/when that resident is missing from the facility and the circumstances in which an administrator of the facility or designee, shall notify local law enforcement when a resident is missing from the facility. The circumstances under which the facility's administrator or designee will notify local law enforcement is immediately upon the discovery that the resident cannot be found to be in the facility or on the facility grounds.

### **Hospice**

If resident is recommended by a physician to be placed on hospice for a terminal illness as certified by two physicians, facility will adhere to Title 22 sections 87632 and 87633 and ask resident and/or resident's representative to submit a written request to facility to be placed on hospice while residing in the facility. Facility must approve the written request for retention and approve all hospice care plans prior to the initiation of hospice services by an outside agency. The facility may refer or recommend resident to agencies trusted by the facility. Facility reserves the right to reject the hospice agency selected by the resident or resident's representative if facility has had trouble with that agency in the past. The facility requires resident and/or resident's representative to inform facility when client may be placed on hospice, so all the requirements of the state can be met, and facility may evaluate the services hospice agency claims to provide.

### **Roommate Consent for Hospice**

Should resident occupy a shared room and the roommate requires hospice care, by signing below, resident consents to allow hospice into the shared living space. This consent may be withdrawn verbally or in writing by resident/resident's representative

### **Consent for Hospice Care and Facility Retention**

Should resident require hospice services, this agreement hereby acts as a request to receive hospice care and to be retained in the facility while receiving such care. Resident understands the facility may be required to deny this request if the resident's condition has progressed to a condition not allowed in a residential care facility [Title 22, Section 87724(i)], if the facility's hospice waiver capacity is at a maximum, or if roommate, if any, withdraws consent to any shared living space [Title 22, Section 87633(h)(5)(A)].

### **End of Life Option Act**

Facility has elected, for reasons of conscience, morality or ethics, to not have its employees participate in activities related to the "end-of-life" act. This includes delivering the prescription for, dispensing, or delivering the prescribed aid-in-dying drug; and being present when the resident takes the aid-in-dying drug prescribed by resident's attending physician. Any decision made by the qualified individual to obtain and/or take aid-in-dying medication will NOT result in resident eviction or threat of eviction, discrimination, or harassment. Facility will NOT place aid-in-dying medication in its centrally stored medication location, and if resident stores the medication in his or her room, resident's physician must indicate the client is capable of self-storage of personal medications. Facility does require this medication to be locked in a safe place within the resident's personal storage space. The resident is NOT required to disclose to any facility personnel the intent to use the aid-in-dying medication, but the enacted law does require a witness to the resident self-administering this medication. Facility staff will not act as a witness due to reasons of conscience, morality and/or ethics. Facility staff does not witness any verbal or written notices presented to a physician about the desire to obtain and/or use aid-in-dying medications.

### **Advance Directive Information**

The facility must provide the resident or resident's representative with the information contained in Title 22 section 87469 (b), (c), and (d) which is hereby presented:

**87469(b):** Residents shall be permitted to have a Request to Forego Resuscitative Measures, an Advance Health Care Directive and/or a Do-Not-Resuscitate (DNR) Form in their facility file.

**87469(c)** If a resident who has an advance directive and/or request regarding resuscitative measures form on file experiences a medical emergency, facility staff shall do one of the following: (1) Immediately telephone 9-1-1, present the advance directive and/or request regarding resuscitative measures form to the responding emergency medical personnel and identify the resident as the person to whom the order refers. (2) Immediately give the advance directive and/or request regarding resuscitative measures form to a physician, registered nurse or licensed vocational nurse if the physician or nurse is in the resident's presence at the time of the emergency and assumes responsibility. (3) Specifically, for a terminally ill resident that is receiving hospice services and has completed an advance directive and/or request regarding resuscitative measures form pursuant to Health and Safety Code section 1569.73(c), and is experiencing a life-threatening emergency as displayed by symptoms of impending death that is directly related to the expected course of the resident's terminal illness, the facility may immediately notify the resident's hospice agency in lieu of calling emergency response (9-1-1). For emergencies not directly related to the expected course of the resident's terminal illness, the facility staff shall immediately telephone emergency response (9-1-1). (4) Facilities that employ health care providers, other than Home Health Agencies or Hospice Agencies, may comply with Health and Safety Code section 1569.74. (This Facility does not employ health care providers.)

**87469(d)** After following the procedure in Section 87469(c)(1), (2), (3), or (4), as outlined above, facility staff shall notify the resident's hospice agency and Health Care Surrogate Decision Maker, if applicable.

#### **Refund Conditions/Resident Death**

Under CHSC, 1569.652, states in part that an RCFE shall not "require advanced notice for terminating an admission agreement upon the death of a resident. No fees shall accrue once all personal property belonging to the deceased resident is removed from the living unit." The facility will not, upon the death of a resident, "impede the removal of the resident's personal property from the facility during reasonable hours" by persons authorized by the resident or the resident's representative, to remove resident belongings."

Facility will refund "any fees paid in advance covering the time after the resident's personal property has been removed from the facility within 15 days after the personal property is removed. If fees are assessed while a resident's personal property remains in a unit after the resident is deceased, a licensee shall, within three days of becoming aware of the resident's death, provide to the resident's representative written notice of the facility's policies regarding contract termination upon death and refunds."

In addition to the above stated law, facility will issue a refund if the Department orders the relocation of a resident and then, only, when advanced notice is required in an admission agreement [Title 22 section 87507(c)(5)(A)]. Facility's admission agreement will not contain an advanced notice of intent to vacate, believing that would be a resident rights violation.

#### **Belongings Removal**

In the event of resident's death or in any way vacating of premises, facility will make reasonable efforts to assist resident and/or resident's representative with belongings removal. Facility requires all resident personal belongings to be removed as quickly as resident's representative can, but within ten days of the resident's death. This is not a legal requirement, but a facility provision under this contract. If not removed further charges may apply, prorated by a daily rate but not less than \$100 per day. Other arrangements may be made upon the agreement of both parties.

As mandated by CHSC 1569.153(f), if the resident's representative is unable or unwilling to claim the property, facility must write the county's Public Administrator and enclose the resident inventory of belongings. If the Public Administrator does not take possession of resident belongings, the facility may dispose of resident belongings unless alternative arrangements are made. Facility is not responsible for storing resident belongings

#### **Termination of Service Agreement/Resident Death**

The agreement is automatically terminated by the death of the resident. Because the facility accepts its fees at the first of each month, in the event of the resident's death, from that date, the resident's representative would not be liable for any payment as all service fees has been paid. However, if optional services were utilized during the days prior to resident's death, then resident's representative would be responsible for these additional charges.

#### **Verbal/Written Notice of Intent to Vacate**

Facility does not require resident to provide any advance notice of intent to move or vacate the premises. However, should a resident with mental capacity, as documented by the resident's physician or resident's representative give a written or verbal notice of intent to move from the facility, facility reserves the right to move in another client to occupy current resident's room



based solely upon that notice. If resident is mentally incapacitated any verbal notice will not be used as intent to vacate. (That authority will be reserved for resident's representative.) Any date stated in writing or verbally will be the date facility will anticipate the move of the resident from the facility that will include all belongings and personal items.

### **Renter's Insurance**

Facility strongly recommends that resident obtain renter's insurance that can be obtained through most insurance companies. Renter's insurance protects resident's clothes, electronics, furniture, prosthetic devices, etc., should these be lost or damaged, or even stolen. Facility's insurance does not cover resident's personal belongings.

### **Tips and Loans**

The facility does not allow resident and/or resident's representative to tip facility staff or to loan money to staff or the licensee. Tipping and loans create numerous legal entanglements and paperwork for the licensee. It is clearly the policy of the facility to NOT allow tips or loans to be given to anyone affiliate with the facility, especially care staff.

### **Resident's Use of Pharmacy Outside Facility's Uniform Packaging System**

Under California law a facility cannot require a resident "to purchase medications from any particular pharmacy." However, this same law allows a facility to establish reasonable policies and procedures that are necessary to assist residents with the taking of their medications. The facility's uniform packaging system, also known as "bubble packing," is a convenient and safer mechanism for the facility to manage a resident's medications. It involves specialized packaging used by pharmacies to reduce medication errors and ensures a reasonable assistance and assists facility in staying in compliance with state and federal laws and regulations. If resident does not wish to participate in the facility's medication uniform packaging system, facility reserves the right to charge resident \$500 per month. This charge is necessary as the facility must dedicate more time and efforts to safeguard medications, order medications, contact pharmacies, count medications, handwrite centrally stored sheets as required by the state, etc.

### **Failure to Provide Resident Medication**

If resident's representative does not purchase physician-prescribed medication for facility to assist in medication administration, facility is not responsible for obtaining or paying for resident medication as allowed and mandated under California and United States contract law provisions known as the Statute of Frauds. Facility is required by law to report the failure to provide medication to the physician, law enforcement, Adult Protective Services, the Ombudsman, and the Department of Social Services. The failure of a resident's representative to provide medication may be prosecuted as elder abuse, a criminal offense in California. Facility is not legally required to obtain the medication as this would be in violation of Title 22 "Health Care Surrogate Decision Maker" provisions.

### **Crushing Medication**

Should resident require medications to be crushed or altered (i.e., cutting), by signing below, resident or resident's representative consents to allow facility to place medication(s) into food or other substances—called "hiding or camouflaging" by state regulation—to enhance taste or allow ease of swallowing. Facility may consult with pharmacy or resident physician to ensure that resident medications may be safely crushed or altered. This consent is required under Title 22, section 87465.

### **Use of Medical Marijuana**

The facility does not allow the use of medical marijuana delivered via cigarette or other method of smoking or inhaling. Other forms of marijuana delivery may be allowed and must be discussed with the licensee prior to admission or prior to its usage. The facility does not allow the cultivation or growing of marijuana in the facility.

### **Private Companion**

It is a resident right to have a private companion or caregiver according to the terms and conditions set forth in the admission agreement or contract. If resident or resident's representative hires a private companion; facility reserves the right to screen individual for a criminal record and tuberculosis at resident or resident's representative expense. Facility requires that a private companion be contracted through a home health or home care agency. (Facility will evaluate each resident situation on a case-by-case basis.)

Resident or resident's representative assumes full responsibility for the actions of a private companion. Resident or resident's representative are also responsible for paying the agency; or paying the individual minimum wage, payroll taxes, workers compensation, liability insurance, and a bonding fee. A worker's compensation certificate, proof of bonding and the private companion's legal right to work in the United States must be obtained and presented to facility prior to private companion being allowed in facility. Any fees incurred in obtaining the latter must be paid by resident or resident's representative. A private companion must wear a name tag, furnished by resident or resident's representative. (The content of the name tag will be provided by facility. The hiring of a private companion does not alleviate any additional levels of care fees as facility must provide all basic and optional services and must meet all resident service needs

Any private companion found soliciting other residents for business, found to be on the premises without authorization, which "substitutes" for other private companions, will be barred from entering the property. A private companion is for resident only, and not allowed to switch to be a companion for any other facility resident. The private companion may not eat resident food but may opt to pay \$15 per meal, if facility furnishes private companion's meals. Resident or resident's representative is liable for any theft and loss that may be caused by the private companion.

### **Resident Council**

Two or more residents admitted into the facility may form a resident council with the assistance of the facility. The council is composed only of residents, but other may be invited to participate in council meetings. A purpose of the resident council is to make recommendations to the administrator on how to improve the quality of daily living and promote and protect residents' rights. Any recommendations presented in writing to the administrator will be acted upon in 14 calendar days or less. The council can meet independently with outside persons or staff, and to be informed of the right to participate in the regulatory inspection process. Other provisions of a resident council are posted in this facility.

### **Family Council**

When requested by a member of the resident's family or resident's representative, facility will allow the formation of a family council and allow the council to meet in the facility during mutually agreed upon hours and in a common meeting room in the facility. A family council is a meeting of family members, friends and others of at least two residents who may confer in

private without the presence of facility staff. Facility will assist in the council meeting by posting notices of meetings, and minutes, information or newsletters produced by the council. Facility is unable to write the notices, write the minutes or prepare council-related information. Any concerns or recommendations submitted in writing to the administrator by the council will be acted upon within 14 days or less.

### **Policies Concerning Family Visits**

The facility encourages regular visits from family, friends and clergy. Please feel free to visit from 9:00 am to 7:00 pm every day. Should other visiting times be needed, please contact the facility in advance to make arrangements. Visitors are asked to be dressed appropriately and to not smoke in facility. Facility prohibits visitors from bringing in cigarettes or cigars, lighters, matches, guns, knives or other sharp objects, medications or money that have not been approved by the administrator. Facility discourages, but cannot insist upon, family bringing in food that may be contrary to any physician-prescribed diet. Facility will periodically provide resident and resident's representative with notices of facility activities and events. The resident's representative is encouraged to participate.

### **Grievance Procedure**

Facility must allow resident and/or resident's representative to file a grievance, in writing, with the Administrator regarding facility's general policies. The Administrator will review the grievance within five working days of its receipt with the resident council and render a written decision to the individual filing the grievance. The resident or resident's representative has the right to file a grievance with Community Care Licensing or the State Ombudsman, or both, to resolve any complaints regarding facility practices. The following information is also contained on the resident's (personal) rights form: The telephone number of Community Care Licensing is (323)-980-4934. The Ombudsman's telephone number is (310)-980-0816. In addition, a confidential complaint may be filed by calling (844) 538-8766.

Under California law, a licensee, or representative of the licensee, shall not discriminate or retaliate in any manner, including eviction or threat of eviction, against any person receiving the services of the licensee's residential care facility for the elderly on the basis, or for the reason that a person has initiated or participated in the filing of a complaint, grievance, or a request for inspection with the Department pursuant to this chapter, or has initiated or participated in the filing of a complaint, grievance, or request for investigation with the appropriate local ombudsman, or with the state ombudsman. The resident has the right 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 will take prompt actions to respond to residents' grievances.

### **Abuse Reporting**

The personal rights form provided to the resident and the resident's representative provides information about procedures for reporting known or suspected elder abuse, including the toll-free telephone number of the State Long-Term Care Ombudsman's CRISIS line and the telephone number of the nearest approved organization for long-term care ombudsperson activities.

### **Advertising Dementia Special Care Provisions**

This facility advertises its dementia special care, programming, and/or environment for persons with dementia. The resident or resident's representative are hereby informed that facility features are described in facility plan of operation and is available upon request. The facility does NOT have secured perimeters, thus Title 22 sections 87705(k)(l) do not apply.

### **Resident/Personal Rights**

The resident and the resident's representative, if any, is entitled under California State law to receive a copy of the resident's personal rights pertaining to admission and retention in this facility. Under CHSC 1569.889, the personal rights form must contain the Ombudsman's phone number. The form, produced by the Department, is LIC613C-2, and is provided to residents and responsible parties at the time of admission

### **Right to Privacy in Accommodations**

The statutory and regulatory resident and personal rights included with this agreement allow a resident a "reasonable level of personal privacy in accommodations" as outlined in CHSC 1569.269(a)(2). In contrast, the Department has a certain level of inspection authority found in Title 22 section 87755(a) which states, "Any duly authorized officer, employee or agent of the licensing agency may, upon proper identification and upon stating the purpose of his/her visit, enter and inspect the entire premises of any place providing services at any time, with or without advance notice." However, this regulation was written prior to and long before the implementation of the above noted CHSC.

**All items must be requested in writing to be added to or deleted from the Personal Property Inventory List**, as mandated by CHSC 1569.153(d). Resident's representative is asked to assist facility in marking all resident items for identification CHSC 1569.152 - .154. Facility includes in its "Application Fee" a charge for this mandated inventory.

Facility believes the Department can enter the facility and inspect it but under the new law may not enter resident rooms without resident consent as this would constitute a violation of legally enacted privacy rights. Facility further believes the Department may not open resident's private drawers and closets looking through personal belongings without the written or verbal—expressed—permission of resident or resident's representative as this inspection would violate the resident's right to personal privacy in his or her accommodations. If a resident lack the cognitive ability to express consent, then the Department must seek the resident's representative's written or verbal consent. Thus, to protect the resident's legal right to personal privacy, please indicate preference of the Department search resident's personal belongings and living space. Either consent above may be withdrawn at any time in writing by resident or resident's representative.

### **Informing Emergency Responders**

By state laws and regulations, the facility cannot make any other arrangements regarding the calling of 911 in case of resident emergency. If the resident is receiving hospice services from a licensed hospice agency, facility is allowed under Health and Safety Code 1569.73(c) to call the hospice first, not 911, if the resident experiences a life-threatening emergency related to the resident's terminal illness. Facility does not have a policy prohibiting any employee from voluntarily providing emergency medical services, including, but not limited to, CPR, in response to a

medical emergency unless resident has expressed, in writing, a request regarding resuscitation, DNR or POLST form. In addition, facility may adopt or enforce a policy authorizing any employee trained in emergency services to provide those services to facility residents. Notwithstanding the above, any available facility employee may voluntarily provide emergency medical services if a trained and authorized employee is not immediately available or is otherwise unable or unwilling to provide emergency medical services.

### **Emergencies/Natural Disasters**

Facility is prepared for but hopes that it will not be affected by a natural or man-made disaster. Facility cannot control the occurrences of earthquakes, floods, fires or other natural or man-made disasters (including terrorist incidents). Should a disaster occur, facility will implement its emergency disaster plan filed with the Department at the time of licensure. Such a plan is available to residents and their responsible parties. Facility cannot guarantee emergency authorities can reach facility or that facility has any priority with emergency agencies in the event of any disaster or emergency. Facility's off-duty staff may not be able to reach the facility in case of an emergency or may be compelled to attend to their own family's needs. Facility's on-duty staff may also have to attend to family needs and may attempt to leave the facility. However, licensee will ensure all residents' needs are met and supervision will be present 24-hours-per-day.

In addition, facility cannot guarantee it can evacuate the clients if roads, emergency authorities or other conditions prevent it. Facility will make every attempt to comply with Health and Safety Code 1569.695 in contacting emergency agencies, families, hospice agencies (if necessary) and others to assist in evacuation should it become necessary to vacate its premises. Facility is required to be self-reliant for at least 72 hours but may not be able to sustain its operation if premises become uninhabitable or evacuation is ordered by emergency agencies.

Facility will seek the assistance of resident's representative to assist in relocating and/or transporting the resident to temporary housing. Again, it is hoped that no emergency or disaster would necessitate evacuation, but recent events in our nation and around the world make it necessary to be prepared for any known disasters. Facility may and will seek the help of resident's responsible parties to ensure the health and safety of the client in the event of an emergency.

Under Health and Safety Code 1569.695, revised for 2019 by the California State Legislature, facility is required to make every attempt and effort to communicate with resident's representative during any emergency. Please provide facility with the best possible way(s) to reach resident's representative during an emergency or disaster. This may include landline, cell-phone, email, social media, text messaging, etc.:

### **Emergency Room (ER)**

If resident is transported to the emergency room by ambulance or other means for an incident or 9-1-1 call, it is the responsibility of the resident's representative to provide the ER staff with resident's personal information, insurance, POLST and/or DNR, and health condition. Upon consent, facility can provide some information for emergency responders (see "consent" in this agreement). Facility may be unable to go with the resident to the ER and sit and wait with the resident, and facility may be unable to transport resident back to the facility. Resident's representative is charged with arranging with the facility or others to return the resident safely back to the facility, which may include non-medical transport companies. Facility will work with the family and the resident to insure a safe return. When a resident is transported to the ER, this represents a "transfer of care," and the facility is not liable for any incidents that may occur to

the resident at the time the client is transported away from the facility. Facility cannot provide an escort.

### **Sharing of Resident Information—Home Health and Hospice**

Should resident require any health care services provided by a home health or hospice agency, resident hereby agrees to release all written information provided by the home health or hospice agency to the facility to ensure that the resident's care needs can be met by the facility, and to prevent any prohibited conditions from developing.

### **Continuation of Agreement**

If the resident is away from the facility for hospitalization, vacation, temporary placement outside this facility, etc., the monthly rate continues. The facility will hold the room up to the last day of a paid month unless the facility is notified in writing of the resident's discharge. Individuals other than the resident must have the legal right to discharge as determined by the facility upon seeing legal documentation. If the resident does not return to the room after being away and by the next monthly fee due date, the facility will hold the room for seven days upon receipt of a week's fee prorated on a daily basis. For each additional seven-day period, another week's fee must be received. Failure to pay this fee by the due date may result in involuntary discharge from the facility. Title 22 section 87224 requires a 30-day notice of eviction for non-payment of fees.

### **Eviction Procedures**

The facility may, upon 30-day written notice to the resident and the resident's representative, if any, evict the resident on the following grounds as outlined by state regulations:

1. Nonpayment of the rate for basic services within ten days of the due date.
2. Failure of the resident to comply with state or local law after receiving written notice of the alleged violation.
3. Failure of the resident to comply with general policies of the facility. Said general policies must be in writing, must be for the purpose of making it possible for residents to live together and must be made part of the admission agreement.
4. If, after admission, it is determined that the resident has a need not previously identified and a reappraisal has been conducted pursuant to Section 87463, and the licensee and the person who performs the reappraisal believe that the facility is not appropriate for the resident.

### **Three-day Eviction Notice**

Upon permission of the Department of Social Services, Community Care Licensing, a three (3) day notice of eviction may be granted for good cause. Copies of any notice of eviction will be sent to the resident, resident's representative, and any placement agency. Community Care Licensing will be advised of the eviction within five days of facility issuing the notice of eviction. California law requires specific information to be included within the notice of eviction (notice to quit), and facility will comply with all legal requirements.

### **Sixty-day Eviction Notice**

Facility will provide a 60-day notice to resident and resident's representative if an eviction or involuntary transfer is the result of forfeiture of the facility's license; change of use of facility; the licensee sells or otherwise transfers the facility or facility property, except when change of ownership applies to transferring of stock when the facility is owned by a corporation and when the transfer of stock does not constitute a majority change in ownership; the licensee surrenders the license to the department; or the licensee abandons the facility.

**Facility Responsibilities under Forfeiture of License or Change in Use of Facility**

If the above, 60-day eviction does occur facility will take all reasonable steps to transfer affected residents safely and to minimize possible transfer trauma, and shall, at a minimum, do all of the following:

1. Prepare, for each resident, a relocation evaluation of the needs of that resident, which shall include both of the following:
  - a. Recommendations on the type of facility that would meet the needs of the resident based on the current service plan.
  - b. A list of facilities, within a 60-mile radius of the resident's current facility, that meet the resident's present needs.
2. Provide each resident or the resident's representative with a written notice no later than 60 days before the intended eviction. The notice shall include all of the following:
  - a. The reason for the eviction, with specific facts to permit a determination of the date, place, witnesses, and circumstances concerning the reasons.
  - b. A copy of the resident's current service plan.
  - c. The relocation evaluation.
  - d. A list of referral agencies.
  - e. The right of the resident or resident's representative to contact the department to investigate the reasons given for the eviction.
3. Discuss the relocation evaluation with the resident and his or her resident's representative within 30 days of issuing the notice of eviction.

**Facility Responsibilities under Closure or Change of Use**

The facility is responsible for the following should eviction take place under closure or change of use provisions:

1. Submit a written report of any eviction to the licensing agency within five days.
2. Upon issuing the written notice of eviction, a licensee shall not accept new residents or enter into new admission agreements.
3. Refund any monies under the pre-admission agreement terms found on pages 1 and 2, including payment of said fees within 15 days of issuing the eviction notice. In lieu of the refund, the resident may request that the licensee provide a credit toward the resident's monthly fee obligation in an amount equal to the preadmission fee refund due.
4. If the resident gives notice five days before leaving the facility, the licensee shall refund to the resident or his or her legal representative a proportional per diem amount of any prepaid monthly fees at the time the resident leaves the facility and the unit is vacated. Otherwise the licensee shall pay the refund within seven days from the date that the resident leaves the facility and the unit is vacated.
5. Within 10 days of all residents having left the facility, the licensee, based on information provided by the resident or resident's legal representative, shall submit a final list of names and new locations of all residents to the department and the local ombudsperson program.
6. If seven or more residents of a residential care facility for the elderly will be transferred because of the forfeiture of a license or change in the use of the facility, the licensee shall submit a proposed closure plan to the department for approval. The department shall approve or disapprove the closure plan, and monitor its implementation, in accordance with the following requirements:
  - a. Upon submission of the closure plan, the licensee shall be prohibited from accepting new residents and entering into new admission agreements for new residents.
  - b. The closure plan shall meet the requirements described in subdivision (a) and

describe the staff available to assist in the transfers. The department's review shall include a determination as to whether the licensee's closure plan contains a relocation evaluation for each resident.

- c. Within 15 working days of receipt, the department shall approve or disapprove the closure plan prepared pursuant to this subdivision, and, if the department approves the plan, it shall become effective upon the date the department grants its written approval of the plan.
- d. If the department disapproves a closure plan, the licensee may resubmit an amended plan, which the department shall promptly either approve or disapprove, within 10 working days of receipt by the department of the amended plan. If the department fails to approve a closure plan, it shall inform the licensee, in writing, of the reasons for the disapproval of the plan.
- e. If the department fails to take action within 20 working days of receipt of the original or the amended closure plan, the plan, or amended plan, as the case may be, shall be deemed approved.
- f. Until such time that the department has approved a licensee's closure plan, the facility shall not issue a notice of transfer or require any resident to transfer.
- g. Upon approval by the department, the licensee shall send a copy of the closure plan to the local ombudsperson program.
- h. If a licensee fails to comply with the requirements of subdivision (a), and if the director determines that it is necessary to protect the residents of a facility from physical or mental abuse, abandonment, or any other substantial threat to health or safety, the department shall take any necessary action to minimize trauma for the residents. The department shall contact any local agency that may have placement or advocacy responsibility for the residents and shall work with those agencies to locate alternative placement sites, contact relatives or other persons responsible for the care of these residents, provide onsite evaluation of the residents, and assist in the transfer of residents.
- i. A resident of a residential care facility for the elderly covered under this section, may bring a civil action against any person, firm, partnership, or corporation who owns, operates, establishes, manages, conducts, or maintains a residential care facility for the elderly who violates the rights of a resident, as set forth in this section. Any person, firm, partnership, or corporation, who owns, operates, establishes, manages, conducts, or maintains a residential care facility for the elderly who violates this section shall be responsible for the acts of the facility's employees and shall be liable for costs and attorney fees. Any such residential care facility for the elderly may also be enjoined from permitting the violation to continue. The remedies specified in this section shall be in addition to any other remedy provided by law.

### **Relocation Assistance**

The facility may assist residents during any relocation process to find a suitable facility. It is the resident's or resident's representative's responsibility to ensure the new facility can care for the resident within the confines of its license. Assistance from the facility is to provide the resident with the phone number of a facility referral agency.

The resident or resident's representative may appeal any involuntary transfer, discharge or eviction as allowed by Title 22 section 87224(e) to Community Care Licensing, including the right to have to an interdisciplinary team review, and have that appeal investigated. Also, Title 22 section 87469(h) allows the resident or resident's representative to seek another remedy if to do so would not threaten the health, welfare and safety of the resident, or other residents,



visitors and staff.

### **Department Relocation**

If a resident has a health condition which cannot be cared for within the limits of the license, requires inpatient care in a health facility, or has a health condition prohibited by Title 22 Sections 87455(c) or 87615, the Department may/shall order the licensee to relocate the resident. In cases where the Department determines that the resident is in imminent danger because of a health condition(s) which cannot be cared for in the facility or which requires inpatient care in a licensed health facility, the Department shall order the licensee to immediately relocate the resident.

### **Legal Documentation**

The facility must have copies of all legal documents, which allow someone other than the resident to make decisions regarding health and finances. These documents include, but are not limited to, Durable Powers of Attorney for Health Care, and Conservatorship.

### **Planned Absences**

The facility requests at least a 72-hours' notice of resident planned absences to allow facility to prepare medications or other items that may be required. Facility must report to the State resident death; serious injury; an incident that threatens the welfare, safety or health of the resident; or an unexplained absence of the resident. Please immediately report to the facility if any of the above occurs while resident is in the custody of family.

### **Falls**

There are many factors that can contribute to falls—medication, poor eyesight, illness, poor oxygenation, footwear, resident mobility, aging, etc. Many residents are admitted to residential care homes because of fall risk. **The facility provides the highest levels of care but is unable to provide one-on-one attention.** Even under higher supervision residents are at risk of falling. Facility asks that resident rooms not be furnished with throw rugs or extension cords, and any oxygen tubing kept to a manageable length.

### **Voluntary Arbitration**

It is in the interest of both the facility and the resident that any and all disputes or claims against the facility or its employees be resolved fairly and quickly. Any controversy or claim or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of agreement of the parties, including but not limited to, specific performance of a contract, and reasonable attorney's fees.

Arbitration under this agreement shall be before a single arbiter in the county of origin in which the dispute arose and will be administered in accordance with the applicable arbitration rules of the American Arbitration Association and the California Code of Civil Procedures S1280 et. seq. The resident shall pay his or her costs associated with arbitration and the facility shall pay costs associated with it administrative fees and costs of the arbitrator. In addition, each party shall pay for their own costs and attorney's fees, if any, unless the arbitrator rules otherwise, or finds costs and fees to be against public policy as found under Civil Code Section 3513.

If the parties cannot agree on an arbitrator, the American Arbitration Association rules will govern selection. The arbitrator's award shall be in writing, with reasons and evidence cited for the award. Any court of competent jurisdiction may enter judgment upon the award, either by

confirming the award or vacating, modifying, or correcting the award on any ground referred to in the Federal Arbitration Act or California Code of Civil Procedures Section 1286 et. seq.

Attorney's fees would be void to the extent that a claim was brought on an elder abuse case. In the event of elder abuse cases, the facility is responsible to provide an award of reasonable attorney's fees as those fees are not waivable. (See Bickel vs. Sunrise Assisted Living [2012] 206 Cal. App. 5th).

### **Severability**

If one provision or paragraph of this agreement shall be invalidated in a legal proceeding, the remaining provisions or paragraphs shall remain in full force and effect.

### **Failure to Pay**

Facility reserves all rights to collect any unpaid balances using all possible means. The resident or resident's representative may be liable for all reasonable legal fees and costs of collection. Failure to pay also constitutes a breach of contract, and facility may seek in a court of equity payment under the terms of this contract.

### **Release of Liability When in Family Custody**

By signing this agreement, I absolve this facility of any liability that occurs when the resident is away from the facility for a visit, outing, doctor's or similar medical appointment, day care, vacation, or similar event which requires the resident to be in the custody or care of someone other than facility staff.

### **Video Cameras, Facility and Resident**

Facility does not consent to the resident or resident's representative's use of hidden or exposed cameras or video equipment, including the concealed or unconcealed use of recording equipment in resident room or other areas of the facility. It is strictly prohibited under California privacy laws. However, facility may use cameras under the following direction by DSS:

"Informed Consent" is defined as "a person's agreement, or that of their legally authorized representative, to allow something to happen, made with full knowledge of the risks involved and the alternatives."

"Full Knowledge" is defined as "having or showing awareness or understanding; well informed; deliberate; conscious."

Resident and/or resident's representative acknowledges obtaining informed consent and full knowledge that the facility may utilize, for resident safety, audible, non-recording monitors and/or non-audio video cameras in the resident living space, including resident rooms. Residents' rights allow a resident 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."

The resident and/or resident's representative hereby gives consent for the placement of safety monitors, including video surveillance. If the resident and/or resident's representative does not wish to have any monitors in place, does not sign this informed consent statement, it is best to seek placement in a facility that does not use safety monitoring equipment. If the resident is in a shared room, facility cannot guarantee a complete absence of video monitoring. Thus, the facility will attempt to eliminate any monitoring of the resident who refuses to provide consent or revokes consent later. However, if this consent is not signed, this facility may be inappropriate

for the client and another facility may be better suited. In addition, the facility uses monitoring in areas of the facility considered non-private such as outdoor space, kitchen, living room, etc. These areas will continue to use such equipment with or without resident consent. If a permanent video recording is made, only facility staff, the resident, or resident's representative may view the recordings. If the recording is made and kept, it will not be part of the resident records. However, all confidentiality rights of the resident will be observed.

**Change of Licensee**

In the event of a change of facility ownership or transfer of property or business, facility will provide at least a 60-days written notice to resident, resident's representative, and Community Care Licensing of the facility's intent to sell.

**Facility Information**

Pepper Tree Assisted Living  
2353 251st Street  
Lomita, CA 90717

Facility # 198320051

**Licensee Information**

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Lomita, CA 90717