

Casa Verdugo

Admission Agreement

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Plan of Operation Availability

Our program and features including our dementia programming are described in our facility plan of operation and includes information on the following. This plan of operation is available for your review prior to admission or anytime after admission and includes the following:

Philosophy, including, but not limited to program goals/objectives in relation to meeting the needs of residents with dementia.

Pre-admission assessment, including the types of assessment tools used to determine residents' dementia care needs and who will participate in the assessment.

Admission, including the following items that must be addressed when admitting a resident who requires dementia special care:

- a. Specification of the designated areas in the facility where dementia special care is provided.
- b. Services available specific to residents with dementia.
- c. Types of assessment(s), who will participate in resident assessments and procedures for ensuring the opportunity for resident and family involvement, and frequency of assessments.
- d. Activity program for residents with dementia, including, but not limited to:
 - i. Types and frequency of activities.
 - ii. The process to determine what types of activities shall be planned to encompass residents' needs.
- e. Staff qualifications. Experience and education required for prospective direct care staff who will provide dementia special care.
- f. Staff training.
- g. Physical environment, including environmental factors that ensure a safe, secure, familiar and consistent environment for residents with dementia.
- h. Environmental factors such as décor architectural and safety features (e.g., wide hallways, handrails, delayed egress, lighting; colors and visual contrasts, types of furniture, signs, noise factors, memory boxes, nourishment and hydration stations, and functional outdoor space and exercise pathways.
- i. Procedures to be followed when a resident's condition changes.
- j. Success indicators.

Casa Verdugo

ADMISSION AGREEMENT FOR A RESIDENTIAL CARE FACILITY FOR THE ELDERLY

This admission agreement complies with the referenced sections of the Health and Safety Code and of the California Code of Regulations, Title 22, as of the date shown at the end of this agreement.

Facility Address: 5164 E. Parker St. Oceanside, CA 92057

Licensee: Casa Verdugo Inc. Authorized Representative: Carolina Garcia

Licensee Mailing Address: 5164 E. Parker St. Oceanside, CA 92057

Licensee Phone No. 760-754-2504

Facility Phone No. 760-754-2504

License No.

Blank complete copies of this admission agreement shall be immediately available to the public, subject to facility cost, and copying and mailing time. A complete copy of the agreement, or notice of its availability from the facility, shall be placed in a conspicuous location accessible to public view in the facility. You will be provided with a copy of the signed admission agreement and the original will be kept in your file in the facility.

This facility is a residential care facility licensed by the State Department of Social Services. The facility is a non-medical care facility which is not allowed to provide 24-hour skilled nursing care.

Resident Name: _____ Date of Birth: _____

Date of Admission: _____

NOTE: "Responsible person" means that individual or individuals, including a relative, health care surrogate decision maker, or placement agency, who assist the resident in placement or assume varying degrees of responsibility for the resident's well-being.

Responsible Person: _____ Relationship: _____

Responsible Person Address: _____

Telephone No. _____

VISITING POLICY

Family and friends are encouraged to visit anytime from 9am-9pm. Every effort will be made to accommodate special requests for visitations at any time as long as the visitation does not violate another resident's personal rights.

PROVISION FOR CONTACT WITH FAMILY & VISITORS

Casa Verdugo will ensure that all communications to the facility from family and responsible persons answered promptly and appropriately. We will encourage regular family involvement with the resident and shall provide ample opportunities for family participation at the facility. Visitors, including ombudspersons and advocacy representatives, are permitted to visit privately during reasonable hours and without prior notice, provided that the rights of other residents are not infringed upon. You shall have reasonable access to telephones, to both make and receive confidential calls. The facility does require reimbursement for long distance calls. You will also be able to mail and receive unopened correspondence in a prompt manner.

TELEPHONE SERVICE

A central telephone is available for all residents. Local calls may be made at no charge. Long distance calls will be billed to the resident monthly at the actual cost of the call as outlined on the telephone bill.

RESIDENT PARTICIPATION IN DECISION MAKING

As a resident, you, or your representative, or both, are entitled and encouraged to participate in decision-making regarding your care and services. Prior to, or within two weeks of admission of the resident, the licensee will arrange a meeting with the resident, the resident's representative, if any, appropriate facility staff including the administrator, and a representative of the resident's home health agency, if any, to prepare a written record of the care the resident will receive in the facility, and the resident's preferences regarding services provided at the facility.

SIGN IN AND OUT PROCEDURES

- 1) All residents and visitors will be requested to sign in upon entering and sign out upon leaving the facility.
- 2) A log will be kept at the front door and the Caregiver on duty will oversee signing in and out.
- 3) For visitors, time in and out, date, and resident visited will be noted. For residents, time in and out, *destination, expected return time and who accompanies them will be noted.

*You are not required to disclose your destination. However, for safety purposes your destination may be recorded if it is voluntarily disclosed.

- 4) Residents leaving for extended periods should notify staff.
- 5) If residents are out during meal time, it is requested that staff be notified.

BASIC SERVICES

To ensure a safe and healthful living environment for all residents the following basic services must be available. The services actually provided will be those the resident wants and those the resident needs, based on the individual's pre-admission appraisal, and the needs and services plan. Subsequent resident appraisals may result in the need for additional basic services.

Basic services at a minimum include:

- Continuous care and supervision;
- Observation for changes in physical, mental, emotional, and social functioning; and
- Notification to resident's family, physician, and other appropriate person/agency of resident's needs.

Lodging: ____ single room ____ double room

Food Services: 1. Three nutritious meals and snacks daily.
 2. Special diets if prescribed by a doctor.

Helping gain access to supportive services as follows:

The licensee shall provide assistance to residents requesting supportive services such as financial assistance programs, nutrition programs, outreach programs, adult day care centers, visiting pet programs, elderly transportation services, legal representation, tax assistance programs, entertainment resources, etc. as well as medical, dental or other health related service. The licensee shall research telephone numbers, contact names, schedules, etc. and pass this information onto the resident upon request.

Plan and/or arrange for transportation to medical and dental appointments as follows:

For all non-emergency transportation, the facility will assist in arranging for a transportation provider such as a taxi, a Dial-A-Ride service, family or friend and the resident is responsible for the *fare if any. Residents may direct requests for help in arranging transportation needs at any time to the administrator or Caregiver on duty. In all cases, the facility will ensure that the resident's medical and dental needs are met.

*In the event a SSI/SSP resident is admitted, transportation to all medical and dental appointments or any transportation required to meet the resident's medical and dental needs is a basic service and is included in the basic rate and the resident will not be charged. This transportation is arranged by the facility but provided by an outside transportation provider at the expense of the facility.

In an urgent situation, medical transport will be called immediately. Residents or their insurance are responsible for the emergency medical transport charge and will be billed directly by the medical transport company at the current rate which will vary depending on the medical services provided during transport.

All vehicles used for facility business will be maintained in a safe operating condition and driven by a licensed driver. All vehicles will carry appropriate vehicle insurance, and will be registered through the DMV. All drivers will be employed by the facility and meet all the requirements as listed in Staff Qualifications in Section B-4 of our facility program. They will have a DMV clearance completed and will carry a current drivers license, appropriate to the type of vehicle to be operated. During transportation, seat belts are worn. Only the number of persons for which seat belts are available will be transported in any one vehicle.

A planned activity program including arrangement for utilization of available community resources as follows:

We shall offer individualized program of recreational activities based on cooperative planning by facility staff, family, physician, and rapport and communication with the resident. We offer responsive, creative, and fluid planning of recreational activities. Residents and families are interviewed to gather information on their personal preferences, beliefs, culture, values, attention span and life experiences to determine activities that residents will enjoy and benefit from. The administrator shall arrange for utilization of community resources and

promote resident participation in community-centered activities. This can include worship, community events, senior center events, organized group activities, etc.

Assistance with personal activities of daily living as follows:

- dressing,
 - eating,
 - toileting,
 - bathing,
 - grooming,
 - mobility tasks, and
 - other personal care needs: _____
-
-

Additional basic services that the resident needs or wants, and that will be provided by the facility, include those checked below:

- Hygiene items of general use, such as soap and toilet paper.
- Laundering personal clothing.
- Clean bed and bath linens weekly, or as often as needed.
- Cleaning of resident's room
- Comfortable and suitable bed and bedroom furniture unless the resident supplies it.
- Assistance in meeting necessary medical and dental needs as follows:
 - Medical and dental appointments will be scheduled if requested. We shall remind residents of upcoming appointments. We shall ensure that transportation is arranged if assistance is needed or desired by the resident needed.
- Assistance with taking prescribed and over-the-counter medications in accordance with physician's instructions unless prohibited by law or regulations.
- Bedside care and tray service for minor temporary illnesses or recovery from surgery.
- Maintenance or supervision of resident cash resources as follows: We do not handle resident monies or valuables. We do not have a safe or other means of safely securing resident valuables. You are encouraged to use your own private banking institution to provide this service. We shall provide a lock for the resident's bedside drawer or cabinet upon request of and at the expense of the resident, the resident's family, or authorized representative. The facility administrator shall have access to the locked area upon request.

PREADMISSION FEES

Preadmission fees are not currently charged. If preadmission fees are charged in the future to cover preadmission appraisals and documentation related to the pre-appraisal and related admission processes including room-ready, the facility shall provide the applicant or his or her

representative with a written general statement describing all costs associated with the preadmission fee charges and stating that preadmission fee is refundable. The statement shall describe the conditions for the refund. The licensee shall only charge a single preadmission fee to a resident. A current refund explanation on the preadmission fee is outlined in the admission agreement with a full disclosure made to each applicant for admission. If the applicant decides not to enter the facility prior to the facility's completion of a preadmission appraisal or if the facility fails to provide full written disclosure of the preadmission fee charges and refund conditions, the applicant or the applicant's representative shall be entitled to a refund of 100 percent of the preadmission fee. Pre-admission fees will be refunded in full (100%) if the resident does not enter the facility and the facility did not perform an appraisal (assessment) or failed to provide a written disclosure of the pre-admission fee charges and refund conditions. Proportional refunds of pre-admission fees in excess of \$500 are given according to the following

- 100% if the resident does not enter the facility and the facility did not perform an appraisal (assessment) or failed to provide a written disclosure of the pre-admission fee charges and refund conditions
- 80% if the person does not enter the facility but a pre-admission appraisal was done
- 80% if a resident leaves the facility during the first month for any reason
- 60% if a resident leaves the facility during the second month
- 40% if a resident leaves the facility during the third month.

DAMAGES

We shall not require, request, or accept any funds from a resident or a resident's representative that constitutes a deposit against any possible damages by the resident.

RATE AND DUE DATE FOR BASIC SERVICES

The basic rate is due on _____ and the first of the month each month thereafter.

The monthly private pay rate for basic services as specified above is \$ _____.

The monthly rate will be paid in advance by _____ or
(resident name)

by _____ on behalf of _____
(other payor) (resident name)

The monthly SSI/SSP rate for all basic services as specified above is \$ _____.

NOTICE TO SSI/SSP BENEFICIARIES AND THEIR RESPONSIBLE PERSONS:

If the resident is a SSI/SSP recipient, then basic services including care and supervision shall be provided at the SSI/SSP rate at no additional charge to the resident. It is a violation of state law for the licensee to purposely obtain an SSI/SSP beneficiary's personal and incidental (P&I) needs allowance to pay for basic services. To enable verification that this law is being properly observed, the State Department of Social Services recommends that residents voluntarily disclose in this admission agreement whether the rate paid to the facility Includes SSI/SSP benefits The monthly rate: Includes SSI/SSP funds Does not include SSI/SSP funds.

OPTIONAL SERVICES (see Optional Services Menu Attachment)

If any optional services are requested and delivered to you, you shall receive a monthly statement itemizing any separate charges. If additional services are available for purchase through the facility that were not available at the time the agreement was signed, a list of these services and charges must be provided to you or your representative, who must sign and date a statement acknowledging the acceptance or refusal to purchase them.

THIRD PARTY SERVICES

Emergency medical transport charges will be billed to the resident or insurance company by the medical transport company at the current rate which will vary depending on the medical services provided during transport. No other third party services are available.

PAYMENT PROVISIONS

Basic Rate \$_____ Optional Services Cost \$_____ Total Monthly Cost \$ _____

Payment can be made by check, cash, or money order and delivered or mailed to the following address: _____

BASIC RATE INCREASE DISCLOSURE

On or before January 31 of each year, the licensee shall prepare a document disclosing the facility's average monthly rate increases (if any) for each of the previous three years, indicating the average amount of rate increase and the average percentage increase. The licensee shall provide a written copy of the rate increase history disclosure to every resident who signs an admission agreement, and the facility shall obtain and maintain a confirmation of receipt of the disclosure, signed by the resident. The licensee shall provide a copy of the disclosure, upon request, to any prospective resident, or his or her representative.

NOTICE OF RATE CHANGES

If the facility rate for basic services changes because the resident's needed/desired services change, the rate change will occur when the change in service occurs, as long as at least thirty days have passed since the signing of the admission agreement. We shall provide the resident or the representative a written notice of a rate increase that is due to a change in the level of care within 2 business days after the change in the level of care. If the facility rate changes to reflect a government fund increase, written notice from the licensee is required as soon as the facility is notified of the increase and the rate change shall not take effect until the operative date of the government fund increase. For all other rate increases, 60 days written notice from the licensee to the resident or resident's responsible party is required and the licensee shall provide in writing the amount of the increase, the reason for the increase, and a general description of the additional costs, except for an increase in the rate due to a change in the level of care of the resident. This shall not apply to optional services that are provided by individuals, professionals, or organizations under a separate fee-for-service arrangement with residents.

Written notice will be provided to the resident and the resident's representative, if any, within two business days of providing service at a new level of care that results in a rate increase. The notice will include a detailed explanation of the additional services provided at the new level of care, and will itemize the charges. _____ (Resident or Responsible Person's Initials)

Written notice of a general increase will be provided ____ days (60 or more), prior to the increase. ____ (Resident or Responsible Person's Initials)

ROOM HOLDING RATE

If resident leaves the facility temporarily, the holding rate per day for his/her room is the monthly rate divided by the number of days in that month.

REFUND POLICY

Except for the death of a resident and licensing relocation of a resident, there are no refunds for any basic rate paid. The basic rate will continue to accrue until all personal belongings are removed from the facility.

LICENSING RELOCATION OF A RESIDENT

When licensing orders relocation of a resident, the resident shall not be held responsible for any basic rate due after the day of the relocation of a resident by licensing.

DEATH OF A RESIDENT

Notwithstanding any other provision of this Agreement, this Agreement will immediately terminate upon your death. Your estate will continue to be responsible for all outstanding fees, charges and other sums due at the time of your death and for fees accruing until your personal property is removed from the facility. Upon termination of this Agreement, your room is to be returned to us in its original clean condition (normal wear and tear excluded). Upon your death, your personal property may be removed at any time by appointment or between the hours of 8 A.M. and 5 P.M. Monday through Friday, by your responsible person, 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 the facility, your estate, or other person or entity responsible for payment of fees and charges under this Agreement, will receive a refund of any fees paid in advance covering the period after your personal property has been removed. The licensee shall, within 3 days of becoming aware of a resident's death, provide written notice to specified persons of the facility's policies regarding contract termination at death and refunds.

TELECOMMUNICATION DEVICE FORM

The licensee/administrator is required to advise the resident or responsible person of, and provide a copy of a Telecommunication Device Form (LIC 9158). (see admission agreement attachment)

_____ Resident or Responsible Party, please initial in the space to the left acknowledging that you have received a copy of a Telecommunication Device Form (LIC 9158).

HOUSE RULES/FACILITY POLICIES

Regulations allow the licensee to establish general policies of the facility, which have been approved by licensing as part of the license application review. House rules have been established for the safety of residents and for the purpose of making it possible for residents to live together. The licensee may upon thirty days written notice to the resident, evict the resident for failure to comply with the general policies of the facility which include house rules. The following behaviors are not considered appropriate for residents residing at our facility.

- Verbal or physical abuse directed towards other residents or staff persons.
- Use of profanity or offensive language.
- Willful destruction of property.
- Violent or antisocial behavior, harming or a threat to harm oneself.

- Refusal to practice general hygiene techniques such as bathing to meet their hygiene needs, oral care, clean clothing etc.
- Refusal to store prescribed and over-the-counter medications in a secured locked central location to prevent medication errors or accidental wrong usage, as ordered by the physician or licensing evaluator.
- Taking other resident's belongings.
- Possession of firearms or illegal drugs.
- Smoking in the facility.

If a resident(s) request a change in house rules:

- A resident meeting will be scheduled. Family members are welcome to speak on behalf of their loved one.
- If the rule change violates any resident's personal rights or any law or regulation, the administrator shall explain why it violates a resident's personal rights or a law or regulation and shall back up the explanation with appropriate documentation.
- If the rule change does not violate any resident's personal rights or any law or regulation the rule change shall be discussed, including benefits and possible ramifications of a new rule.
- A vote will be taken by the residents.
- If a majority agree to the rule change, the rule shall be changed providing the administrator approves and the new rule does not violate any resident's personal rights or any law or regulation, as determined by the administrator.

THEFT AND LOSS PREVENTION PROGRAM

Upon admission, a copy of the facility's written policies and procedures regarding the facility's theft and loss prevention program is given to all residents and responsible persons (see admission agreement attachment). The policy is explained to residents and responsible persons. A copy of the law that sets forth the requirements of this program (Health and Safety Code Sections 1569.74, 1569.152, 1569.153, and 1569.154) shall be provided to all residents and their responsible persons; and, upon request, to all prospective residents and their responsible persons. (see admission agreement attachment)

_____ Resident or Responsible Party, please initial in the space to the left acknowledging that you have received a copy of Health and Safety Code Sections 1569.74, 1569.152, 1569.153, and 1569.154. and an explanation and a copy of the facilities Personal Property Theft & Loss Program.

Resident or Responsible Party, please initial in the appropriate space below:

_____ I agree to have my personal property inventoried per the facility theft & loss policy.

_____ I do not agree to have my personal property inventoried.

PERSONAL RIGHTS

The licensee/administrator is required to advise the resident or responsible person of, and provide a copy of, the personal rights required by California Code of Regulations Section 87468. Those personal rights are attached. (see admission agreement attachment)

_____ Resident or Responsible Party, please initial in the space to the left acknowledging that you have received a copy of LIC 613C Personal Rights Form and that your personal rights have been explained to you.

PROCEDURES FOR HANDLING AND RESPONDING TO RESIDENT / FAMILY GRIEVANCES

A copy of this policy is attached as an addendum and is also always available for review by residents and family/responsible parties.

_____ Resident or Responsible Party, please initial in the space to the left acknowledging that the facility grievance procedures for resolution of complaints are included in this admission agreement and I have received a signed copy. I also have been advised of my rights to contact the licensing agency, the long term care ombudsman, or both.

YOUR RIGHT TO MAKE DECISIONS ABOUT MEDICAL TREATMENT & ADVANCE HEALTH CARE DIRECTIVE

You have the right to make decisions concerning medical care, including the right to accept or refuse treatment, and the right, under state law, to formulate an advance health care directive. The licensee/administrator is required to advise the resident or responsible person of, and provide a copy of PUB325 (Your Right to make Decisions about Medical Treatment) and the facility policy on DNR orders. (see admission agreement attachment)

_____ Resident or Responsible Party, please initial in the space to the left acknowledging that you have received a copy of PUB325 (Your Right to make Decisions about Medical Treatment) and the facility policy on DNR orders.

TITLE 22 DIVISION 6 CHAPTER 8 SECTION 87469 b & c

The licensee/administrator is required to advise the resident or responsible person of, and provide a copy of Title 22 Division 6 Chapter 8 Section 87469 b & c. (see admission agreement attachment)

_____ Resident or Responsible Party, please initial in the space to the left acknowledging that you have received a copy of Title 22 Division 6 Chapter 8 Section 87469 b & c.

DEPARTMENT OF SOCIAL SERVICES RIGHTS

Upon admission, all residents will be advised that the Department has the authority to review all facility records regarding the resident and may inspect the facility including the resident's room and may interview all residents. The Department is not required to notify the facility in advance of inspections. The resident will also be advised that any person can request that the Department conduct an investigation of the facility upon presentation of an alleged violation of regulations to the Department.

_____ Resident or Responsible Party, please initial in the space to the left acknowledging that you have been advised of the licensing agency rights in the paragraph above including the right to examine resident records as part of the facility evaluation.

EVICITION PROCEDURES

Involuntary transfer or eviction is carried out only as specified in state law or regulation.

The licensee of the facility may, upon thirty (30) days written notice to the resident, evict the resident for one or more of the following reasons:

- Nonpayment of the rate for basic services within ten days of the due date.
- Failure of the resident to comply with state or local law after receiving written notice of the alleged violation.

- 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.
- 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.
- Change of use of the facility.

THREE DAY EVICTION

The licensee/administrator of the facility may, upon obtaining prior written approval from the licensing agency, evict the resident upon three (3) days written notice to quit upon finding of good cause. Good cause exists if the resident is engaging in behavior which is a threat to the mental and/or physical health or safety of himself/herself or to others in the facility.

EVICTION NOTIFICATION

The licensee/administrator of the facility shall, in addition to either serving thirty (30) days notice or seeking approval from the Department and serving three (3) days notice on the resident, notify and mail a copy of the notice to quit to the resident's responsible person, if any. Additionally, a written report of any eviction shall be sent to the licensing agency within five (5) days. The licensee/administrator of the facility shall set forth in the notice to quit the reasons relied upon for the eviction with specific facts to permit determination of the date, place, witnesses, and circumstances. The notice to quit shall also include all of the following:

1. The effective date of the eviction.
2. Resources available to assist in identifying alternative housing and care options, including public and private referral services and case management organizations.
3. Information about the resident's right to file a complaint with the department regarding the eviction, with the name, address, and telephone number of the nearest office of community care licensing and the State Ombudsman.
4. The following statement: "In order to evict a resident who remains in the facility after the effective date of the eviction, the residential care facility for the elderly must file an unlawful detainer action in superior court and receive a written judgment signed by a judge. If the facility pursues the unlawful detainer action, you must be served with a summons and complaint. You have the right to contest the eviction in writing and through a hearing."

DEPARTMENT ORDERED RELOCATION

By initialing below, I acknowledge that the Department of Social Services has authority to order my relocation for any of the following reasons:

- (1) My health condition cannot be cared for within the limits of the license;
- (2) I require inpatient care in a health facility;
- (3) My mental or physical condition requires immediate transfer to protect my health and safety.

_____ (Resident or Responsible Person's Initials)

YOUR RIGHTS FOR REVIEW OF A HEALTH CONDITION RELOCATION ORDER

You, or your responsible person, if any, shall be permitted to request a review and determination of a Department's health condition relocation order by the interdisciplinary team. If you have no responsible person, the Long-Term Care Ombudsman and/or your representative payee, if any, shall be permitted to submit a request for review and determination on behalf of the resident.

You or your responsible person, if any, shall have three working days (a working day is any day except Saturday, Sunday or an official state holiday) from receipt of the relocation order, to submit to the licensee a written, signed and dated request for a review and determination by the interdisciplinary team.

The Licensee shall cooperate with you, or your responsible person, if any, in gathering the documentation to complete the review request. This documentation shall include, but not be limited to, the following:

- (1) The reason(s) for disagreeing that you have the health condition identified in the relocation order and why you believe you may legally continue to reside in a residential care facility for the elderly.
- (2) A current medical assessment signed by your physician. "Current" shall mean a medical assessment completed on or after the date of the relocation order.
- (3) An appraisal or reappraisal of you by the licensee.
- (4) A written statement from a placement agency, if any, currently involved with you, addressing the relocation order.

The Department shall inform you and/or your responsible person, if any, in writing, of the interdisciplinary team's determination and the reason for that determination not more than 30 days after you or your responsible person, if any, is notified of the need to relocate.

INVOLUNTARY RESIDENT RELOCATION

The licensee shall prepare and follow a written relocation plan. The plan shall contain all necessary steps to be taken to reduce stress to you which may result in transfer trauma, and shall include but not be limited to:

- A specific date for beginning and a specific date for completion of the process of safely relocating you. The time frame for relocation may provide for immediate relocation but shall not exceed 30 days.
- A specific date when you and your responsible person, if any, shall be notified of the need for relocation.
- A specific date when consultation with your physician, and hospice agency, if any, shall occur to obtain a current medical assessment of your health needs, to determine the appropriate facility type for relocation and to ensure that your health care needs continue to be met at all times during the relocation process.
- The method by which the licensee shall participate in the identification of an acceptable relocation site with you and your responsible person, if any. The licensee shall advise you and/or your responsible person that if you are to be moved to another residential care facility for the elderly, a determination must be made that your needs can be legally met in the new facility before the move is made. If your needs cannot be legally met in the new facility, you must be moved to a facility licensed to provide the necessary care.
- A list of contacts made or to be made by the licensee with community resources, including but not limited to, social workers, family members, Long Term Care Ombudsman, clergy,

Multipurpose Senior Services Programs and others as appropriate to ensure that services are provided to you before, during and after the move.

- The need for the move shall be discussed with you and you will be assured that support systems will remain in place.
- If services are required to meet the resident's needs until the resident moves, the administrator shall arrange for these services. We shall provide one on one care until the relocation. We shall request physician orders outlining appropriate care until the relocation. We shall have Home Health Care provide needed care as requested by the physician. We shall document any changes in the resident and keep the physician and family informed of such changes. We shall implement any physician orders as requested by the physician due to the changes.
- An agreement to notify the Department when the relocation has occurred, including your new address, if known.

LICENSEE-INITIATED CLOSURE

If a resident is evicted for one of the reasons listed below, prior to their relocation, the licensee shall follow the policy below:

- Change of use of the facility pursuant to department regulations.
- Forfeiture of license resulting from sale of the property. (Applies to the sale of the property and the facility when the facility will no longer be used as an RCFE).
- Forfeiture of license resulting from surrender of the license.
- Forfeiture of license resulting from abandonment of the facility.

Prepare a relocation evaluation of the resident needs. The licensee shall include in the evaluation recommendations on the best type of facility for the resident based on the resident's current service plan and a list of such facilities within a 60-mile radius of the existing facility.

The licensee shall provide the resident or responsible person, written notice no later than 60 days before the intended eviction. The notice will include the reason for the eviction (with specific facts), a copy of the current service plan, the relocation evaluation, a list of referral agencies, and the resident's right or legal representatives right to contact the CDSS to investigate the reason(s) for the eviction.

The licensee shall discuss the relocation evaluation with the resident and legal representative within 30 days of issuing the notice of eviction.

The licensee shall submit a written report of any eviction to the licensing agency within five days of the facility issuing the notice of eviction.

Upon issuing the written notice of eviction, the facility will not accept any new residents or enter into any new admission agreements.

If the facility charges preadmission fees, the facility will refund paid preadmission fees in excess of \$500, as specified in H&S Code section 1569.682(a)(6). The licensee shall pay the refund within 15 days of issuing the eviction notice, or, if requested, use the refund as a credit toward the monthly fee.

The facility will refund any applicable per diem amount of prepaid monthly fees. If the resident

gives a five-day notice, the refund shall be paid at the time the resident leaves the facility and vacates the unit. Otherwise, the refund shall be paid within seven days from the date the resident leaves the facility and vacates the unit.

Within 10 days of all residents having left the facility, the licensee shall send a final list of names and new locations of all residents to the CDSS and the local ombudsperson program.

ACKNOWLEDGEMENT OF PROVISIONS

The resident and responsible person agree to cooperate with the house rules of the facility and to ensure the rate for basic services is paid by the due date. The signature of the resident and/or responsible person indicates that he/she has read, or had read and explained to him/her, the provisions of this agreement. The agreement must be dated and signed, acknowledging the contents, by the resident and/or responsible person if any, and the licensee, or designated representative upon admission. Reference: H&S Code Section 1569.887(a), CCR Section 87507

PARTIES TO THIS AGREEMENT

RESIDENT

date

RESIDENT'S RESPONSIBLE PERSON
OR CONSERVATOR: (IF APPLICABLE)

date

ADMINISTRATOR

date

Attachment to Admission Agreement #1: (Sample) Optional Services Menu

The following price list reflects your (the resident's) cost for optional services. Please review and choose which items/services you wish. You shall place a check mark in "Accept" or "Decline" below and sign to accept or decline the chosen product/services. Prices are subject to change, however, you, the resident, will be given sixty days notice of any price increase. You have the option of canceling the product/service. Optional service may be provided by the facility or an outside provider. See below for payment protocol. Please feel free to request any other product/service you wish and we shall try to provide you with the requested product/service.

Resident Name _____

Product/Service:	Frequency /Cost	Accept	Decline	Resident Signature	Family/Responsible Party Signature	Administrator Signature
Service provided by:						
Payment made by you to:						

Product/Service:	Frequency /Cost	Accept	Decline	Resident Signature	Family/Responsible Party Signature	Administrator Signature
Service provided by:						
Payment made by you to:						

Product/Service:	Frequency /Cost	Accept	Decline	Resident Signature	Family/Responsible Party Signature	Administrator Signature
Service provided by:						
Payment made by you to:						

Product/Service:	Frequency /Cost	Accept	Decline	Resident Signature	Family/Responsible Party Signature	Administrator Signature
Service provided by:						
Payment made by you to:						

Attachment to Admission Agreement #2: Personal Rights

STATE OF CALIFORNIA — HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
COMMUNITY CARE LICENSING DIVISION

PERSONAL RIGHTS RESIDENTIAL CARE FACILITIES FOR THE ELDERLY

EXPLANATION: The California Code of Regulations, Title 22 requires that any person admitted to a facility must be advised of his/her personal rights. Facilities licensed for seven (7) or more are also required to post these rights in areas accessible to the public. Consequently, this form is designed to meet both the needs of persons admitted to facilities and the facility owners who are required to post these rights.

This form describes the personal rights to be afforded each person admitted to a facility. This form also provides the complaint procedures for the resident and the resident's responsible person. The facility staff, resident's responsible person or conservator must explain these rights in a manner appropriate to the resident's ability.

This form is to be reviewed, completed and signed by each resident and/or responsible person (if any), or conservator upon admission to the facility. The resident and/or responsible person (if any), or conservator also has the right to receive a completed copy of the originally signed form. The originally copy shall be retained in the resident's file, which is maintained by the facility.

RESIDENT OR CONSERVATOR AND RESPONSIBLE PERSON:

Upon satisfactory and full disclosure of the personal rights, complete the following:

I/we have been personally advised and have received a copy of the personal rights contained in the California Code of Regulations, Title 22.

(PRINT THE NAME OF THE FACILITY)		(PRINT THE ADDRESS OF THE FACILITY)	
Casa Verdugo		5164 E. Parker St. Oceanside, CA 92057	
(PRINT THE NAME OF THE RESIDENT)			
(SIGNATURE OF THE RESIDENT)		(DATE)	
(SIGNATURE OF THE AUTHORIZED REPRESENTATIVE)			
(TITLE OF THE AUTHORIZED REPRESENTATIVE)		(DATE)	
THE RESIDENT AND/OR THE REPRESENTATIVE/PARENT HAS THE RIGHT TO BE INFORMED OF THE APPROPRIATE LICENSING AGENCY TO CONTACT REGARDING COMPLAINTS, WHICH IS:			
NAME			
Community Care Licensing			
ADDRESS			
7575 Metropolitan Dr. Suite 109			
CITY	ZIP CODE	AREA CODE/TELEPHONE NUMBER	
San Diego	92108	619-767-2301	

To report known or suspected elder abuse, contact the Statewide Ombudsman Toll Free 24-hour CRISIS line at 800-231-4024. Local Ombudsman's Office Telephone Number 858-560-2507

PERSONAL RIGHTS RESIDENTIAL CARE FACILITIES FOR THE ELDERLY

Explanation: Each resident shall have 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/her 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. This policy shall encourage regular family involvement and provide ample opportunities for family participation in activities at the facility.

(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.

Reference: California Code of Regulations - Title 22, Section 87468,
Residential Care Facilities for the Elderly

Attachment to Admission Agreement #3: Telecommunication Device Notification

STATE OF CALIFORNIA – HEALTH AND HUMAN SERVICES AGENCY
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

ORIGINAL – Client/Client Representative
COPY – Client File

TELECOMMUNICATIONS DEVICE NOTIFICATION

- | | |
|--|---|
| <input type="checkbox"/> ADULT RESIDENTIAL FACILITY
<input type="checkbox"/> ADULT DAY SUPPORT CENTER
<input type="checkbox"/> ADULT DAY CARE FACILITY
<input type="checkbox"/> RESIDENTIAL CARE FACILITY FOR THE CHRONICALLY ILL
<input type="checkbox"/> SOCIAL REHABILITATION FACILITY | <input type="checkbox"/> FOSTER FAMILY HOME
<input type="checkbox"/> GROUP HOME
<input type="checkbox"/> SMALL FAMILY HOME
<input checked="" type="checkbox"/> 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 Public Utilities Code, to improve the quality of their telecommunications. Any resident who has a declaration from a licensed professional or a state or federal agency pursuant to section 2881 of the Public Utilities Code, the 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 PARTY/AUTHORIZED REPRESENTATIVE SIGNATURE	DATE
FACILITY NAME Casa Verdugo	FACILITY ADDRESS 5164 E. Parker St. Oceanside, CA 92057
FACILITY REPRESENTATIVE SIGNATURE	DATE

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

2881. (a) The commission shall design and implement a program whereby each telephone corporation shall 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 medical need for specialized telecommunications equipment, shall be provided by a licensed physician and surgeon acting within the scope of practice of his or license, or by a qualified state or federal agency as determined by the commission.

Attachment to Admission Agreement #4: Title 22 Division 6 Chapter 8 Section 87469

DEPARTMENT OF SOCIAL SERVICES REGULATION - TITLE 22 DIVISION 6 CHAPTER 8 SECTION 87469

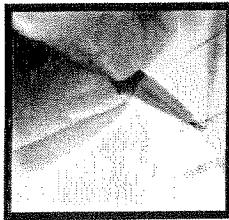
- (a) Upon admission, a facility shall provide each resident, and representative or responsible person of each resident, with written information about the right to make decisions concerning medical care. This information shall include, but not be limited to, the department's approved brochure entitled "Your Right To Make Decisions About Medical Treatment," PUB 325, (3/99) and a copy of Sections 87469(b) and (c) of the regulations.
- (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.
- (c) If a resident who has a Request to Forego Resuscitative Measures, and/or an Advance Health Care Directive and/or a DNR form on file experiences a medical emergency, facility staff shall do one of the following:
 - (1) Immediately telephone 9-1-1, present the Request to Forego Resuscitative Measures, Advance Health Care Directive and/or DNR form to the responding emergency medical personnel and identify the resident as the person to whom the order refers.
 - (2) Immediately give the Request to Forego Resuscitative Measures, and/or Advance Health Care Directive and/or DNR 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.
- (f) Facilities that employ health care providers, other than Home Health Agencies or Hospice Agencies, may comply with Health and Safety Code Section 1569.74.

WHAT IF I CHANGE MY MIND?

You can change or cancel your advance directive at any time as long as you can communicate your wishes. To change the person you want to make your healthcare decisions, you must sign a statement or tell the doctor in charge of your care.

WHAT HAPPENS WHEN SOMEONE ELSE MAKES DECISIONS ABOUT MY TREATMENT?

The same rules apply to anyone who makes healthcare decisions on your behalf – a healthcare agent, a surrogate whose name you gave to your doctor, or a person appointed by a court to make decisions for you. All are required to follow your **Health Care Instructions** or, if none, your general wishes about treatment, including stopping treatment. If your treatment wishes are not known, the surrogate must try to determine what is in your best interest.



The people providing your health care must follow the decisions of your agent or surrogate unless a requested treatment would be bad medical practice or ineffective in helping you. If this causes disagreement that cannot be worked out, the provider must make a reasonable effort to find another healthcare provider to take over your treatment.

WILL I STILL BE TREATED IF I DON'T MAKE AN ADVANCE DIRECTIVE?

Absolutely. You will still get medical treatment. We just want you to know that if you become too sick to make decisions, someone else will have to make them for you. Remember that:

- A **POWER OF ATTORNEY FOR HEALTH CARE** lets you name an agent to make decisions for you. Your agent can make most medical decisions – not just

those about life sustaining treatment – when you can't speak for yourself. You can also let your agent make decisions earlier, if you wish.

- YOU CAN CREATE AN **INDIVIDUAL HEALTHCARE INSTRUCTION** by writing down your wishes about health care or by talking with your doctor and asking the doctor to record your wishes in your medical file. If you know when you would or would not want certain types of treatment, an **Instruction** provides a good way to make your wishes clear to your doctor and to anyone else who may be involved in deciding about treatment on your behalf.

- THESE TWO TYPES OF **ADVANCE HEALTHCARE DIRECTIVES** may be used together or separately.

To implement Public Law 101-508, the California Consortium on Patient Self-Determination prepared this brochure in 1991; it was revised in 2000 by the California Department of Health Services, with input from members of the consortium and other interested parties, to reflect changes in state law.

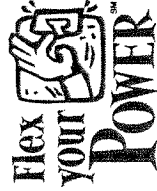
HOW CAN I GET MORE INFORMATION ABOUT MAKING AN ADVANCE DIRECTIVE?

Ask your doctor, nurse, social worker, or healthcare provider to get more information for you. You can have a lawyer write an advance directive for you, or you can complete an advance directive by filling in the blanks on a form.



STATE OF CALIFORNIA
Arnold Schwarzenegger, Governor

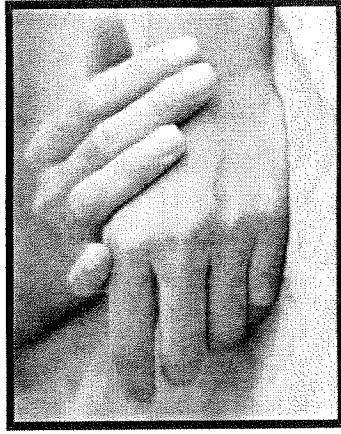
HEALTH AND HUMAN
SERVICES AGENCY
*S. Kimberly Belshé,
Secretary*



DEPARTMENT OF
SOCIAL SERVICES

PUB 325 (1/04)

Your Right To Make Decisions About Medical Treatment



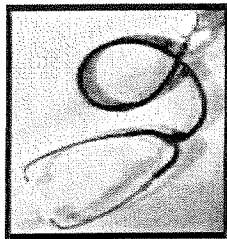
This brochure explains your right to make healthcare decisions and how you can plan now for your medical care if you are unable to speak for yourself in the future.

A federal law requires us to give you this information. We hope this information will help increase your control over your medical treatment.



WHO DECIDES ABOUT MY TREATMENT?

Your doctors will give you information and advice about treatment. You have the right to choose. You can say "Yes" to treatments you want. You can say "No" to any treatment that you don't want - even if the treatment might keep you alive longer.



HOW DO I KNOW WHAT I WANT?

Your doctor must tell you about your medical condition and about what different treatments and pain management alternatives can do for you. Many treatments have "side effects." Your doctor must offer you information about problems that medical treatment is likely to cause you.

Often, more than one treatment might help you - and people have different ideas about which is best. Your doctor can tell you which treatments are available to you, but your doctor can't choose for you. That choice is yours to make and depends on what is important to you.

CAN OTHER PEOPLE HELP WITH MY DECISIONS?

Yes. Patients often turn to their relatives and close friends for help in making medical decisions. These people can help you think about the choices you face. You can ask the doctors and nurses to talk with your relatives and friends. They can ask the doctors and nurses questions for you.

CAN I CHOOSE A RELATIVE OR FRIEND TO MAKE HEALTHCARE DECISIONS FOR ME?

Yes. You may tell your doctor that you want someone else to make healthcare decisions for you. Ask the doctor to list that person as your healthcare "surrogate"

in your medical record. The surrogate's control over your medical decisions is effective only during treatment for your current illness or injury or, if you are in a medical facility, until you leave the facility.

WHAT IF I BECOME TOO SICK TO MAKE MY OWN HEALTHCARE DECISIONS?

If you haven't named a surrogate, your doctor will ask your closest available relative or friend to help decide what is best for you. Most of the time that works. But sometimes everyone doesn't agree about what to do. That's why it is helpful if you can say in advance what you want to happen if you can't speak for yourself.

DO I HAVE TO WAIT UNTIL I AM SICK TO EXPRESS MY WISHES ABOUT HEALTH CARE?

No. In fact, it is better to choose before you get very sick or have to go into a hospital, nursing home, or other healthcare facility. You can use an **Advance Health Care Directive** to say *what* you want to speak for you and *what* kind of treatments you want. These documents are called "advance" because you prepare one before healthcare decisions need to be made. They are called "directives" because they state who will speak on your behalf and what should be done.

In California, the part of an advance directive you can use to appoint an agent to make healthcare decisions is called a **Power of Attorney For Health Care**. The part where you can express what you want done is called an **Individual Health Care Instruction**.

WHO CAN MAKE AN ADVANCE DIRECTIVE?

You can if you are 18 years or older and are capable of making your own medical decisions. You do not need a lawyer.

WHO CAN I NAME AS MY AGENT?

You can choose an adult relative or any other person you trust to speak for you when medical decisions must be made.

WHEN DOES MY AGENT BEGIN MAKING MY MEDICAL DECISIONS?

Usually, a healthcare agent will make decisions only after you lose the ability to make them yourself. But, if you wish, you can state in the **Power of Attorney for Health Care** that you want the agent to begin making decisions immediately.

HOW DOES MY AGENT KNOW WHAT I WOULD WANT?

After you choose your agent, talk to that person about what you want. Sometimes treatment decisions are hard to make, and it truly helps if your agent knows what you want. You can also write your wishes down in your advance directive.



WHAT IF I DON'T WANT TO NAME AN AGENT?

You can still write out your wishes in your advance directive, without naming an agent. You can say that you want to have your life continued as long as possible. Or you can say that you would not want treatment to continue your life. Also, you can express your wishes about the use of pain relief or any other type of medical treatment.

Even if you have not filled out a written **Individual Health Care Instruction**, you can discuss your wishes with your doctor, and ask your doctor to list those wishes in your medical record. Or you can discuss your wishes with your family members or friends. But it will probably be easier to follow your wishes if you write them down.

Attachment to Admission Agreement #5: Health and Safety Code Section 1569.74

Health and Safety Code Section 1569.74 states in relevant part:

- (a) Licensed residential care facilities for the elderly that employ health care providers may establish policies to honor a request to forego resuscitative measures as defined in subdivision (b) of Section 4753 of the Probate Code.
- (b) Any policy established pursuant to subdivision (a) shall meet all of the following conditions:
 - (1) The policy shall be in writing and specify procedures to be followed in implementing the policy.
 - (2) The policy and procedures shall, at all times, be available in the facility for review by the department.
 - (3) The licensee shall ensure that all staff are aware of the policy as well as the procedures to be followed in implementing the policy.
 - (4) A copy of the policy shall be given to each resident who makes a request to forego resuscitative measures, and the resident's primary physician.
 - (5) A copy of the resident's request to forego resuscitative measures shall be maintained in the facility and shall be immediately available for review by facility staff, the licensed health care provider, and the department.
 - (6) Facility staff are prohibited, on behalf of any resident, from signing any directive document as a witness or from being the legally recognized surrogate decision maker.
- (7) The facility shall provide the resident's physician with a copy of the resident's request to forego resuscitative measures form.

Attachment to Admission Agreement #6: Health and Safety Code Section 1569.152-154

Section 1569.152 of the Health and Safety Code:

(a) A residential care facility for the elderly as defined in Section 1569.2, which fails to make reasonable efforts to safeguard resident property shall reimburse a resident for or replace stolen or lost resident property at its current value. The facility shall be presumed to have made reasonable efforts to safeguard resident property if the facility has shown clear and convincing evidence of its efforts to meet each of the requirements specified in Section 1569.153. The presumption shall be a rebuttable presumption, and the resident or the resident's representative may pursue this matter in any court of competent jurisdiction.

(b) A civil penalty shall be levied if the residential care facility for the elderly has no program in place or if the facility has not shown clear and convincing evidence of its efforts to meet all of the requirements set forth in Section 1569.153. The State Department of Social Services shall issue a deficiency in the event that the manner in which the policies have been implemented is inadequate or the individual facility situation warrants additional theft and loss protections.

(c) The department shall not determine that a facility's program is inadequate based solely on the occasional occurrence of theft or loss in a facility.

Section 1569.153 of the Health and Safety Code:

A theft and loss program shall be implemented by the residential care facilities for the elderly within 90 days after January 1, 1989. The program shall include all of the following:

- (a) Establishment and posting of the facility's policy regarding theft and investigative procedures.
- (b) Orientation to the policies and procedures for all employees within 90 days of employment.
- (c) Documentation of lost and stolen resident property with a value of twenty-five dollars (\$25) or more within 72 hours of the discovery of the loss or theft and, upon request, the documented theft and loss record for the past 12 months shall be made available to the State Department of Social Services, law enforcement agencies and to the office of the State Long-Term Care Ombudsman in response to a specific complaint. The documentation shall include, but not be limited to, the following:
 - (1) A description of the article
 - (2) Its estimated value.
 - (3) The date and time the theft or loss was discovered.
 - (4) If determinable, the date and time the loss or theft occurred
 - (5) The action taken.
- (d) A written resident personal property inventory is established upon admission and retained during the resident's stay in the residential care facility for the elderly. Inventories shall be written in ink, witnessed by the facility and the resident or resident's representative, and dated. A copy of the written inventory shall be provided to the resident or the person acting on the resident's behalf. All additions to an inventory shall be made in ink, and shall be witnessed by the facility and the resident or resident's representative, and dated. Subsequent items brought into or removed from the facility shall be added to or deleted from the personal property inventory by the facility at the written request of the resident, the resident's family, a responsible party, or a person acting on behalf of a resident. The facility shall not be liable for items which have not been requested to be included in the inventory or for items which

have been deleted from the inventory. A copy of a current inventory shall be made available upon request to the resident, responsible party, or other authorized representative. The resident, resident's family, or a responsible party may list those items which are subject to addition or deletion from the inventory such as personal clothing or laundry, which are subject to frequent removal from the facility.

- (e) Inventory and surrender of the resident's personal effects and valuables upon discharge to the resident to or authorized representative in exchange for a signed receipt.
- (f) Inventory and surrender of personal effects and valuables following the death of a resident to the authorized representative in exchange for a signed receipt. Immediate written notice to the public administrator of the county upon the death of a resident whose heirs are unable or unwilling to claim the property as specified in Chapter 20 (commencing with Section 1140) of division 3 of the Probate Code.
- (g) Documentation, at least semiannually, of the facility's efforts to control theft and loss, including the review of theft and loss documentation and investigative procedures and results of the investigation by the administrator and, when feasible, the resident council.
- (h) Establishment of a method of marking, to the extent feasible, personal property items for identification purposes upon admission and, as added to the property inventory list, including engraving of dentures and tagging of other prosthetic devices.
- (i) Reports to the local law enforcement agency within 36 hours when the administrator of the facility has reason to believe resident property with a then current value of one hundred dollars (\$100) or more has been stolen. Copies of those reports for the preceding 12 months shall be made available to the State Department of Social Services and law enforcement agencies.
- (j) Maintenance of a secured area for resident's property which is available for safekeeping of resident property upon the request of the resident or the resident's responsible party. Provide a lock for the resident's bedside drawer or cabinet upon request of and at the expense of the resident, the resident's family, or authorized representative. The facility administrator shall have access to the locked area upon request.
- (k) A copy of this section and Sections 1569.152, 1569.153 and 1569.154 is provided by a facility to all of the residents and their responsible parties, and available upon request, to all of the facility's prospective residents and their responsible parties.
- (l) Notification to all current residents and all new residents, upon admission, of the facility's policies and procedure relating to the facility's theft and loss prevention program.
- (m) Only those residential units in which there are no unrelated residents and where the unit can be secured by the resident or residents are exempt from the requirements of this section.

Section 1569.154 of the Health and Safety Code:

No provision of a contract of admission, which includes all documents which a resident or his or her representative is required to sign at the time of, or as a condition of, admission to a residential care facility for the elderly, shall require or imply a lesser standard of responsibility for the personal property of residents than is required by law.

Attachment to Admission Agreement #7: Personal Property Theft & Loss Policy

PERSONAL PROPERTY THEFT & LOSS POLICY

Employees and residents are all given a copy of our policy. The policy is explained to them. The policy is posted in our facility. Staff shall review this policy twice annually. This will include discussing our facility's efforts to control theft and loss, including the review of theft and loss documentation and how the administrator investigates the incident and results of the investigation.

We shall make a copy of our theft and loss program and the applicable section of the Health and Safety Code available to interested persons.

We do not have a safe or other means of safely securing resident valuables. They are encouraged to use their own private banking institution to provide this service. We shall provide a lock for the resident's bedside drawer or cabinet upon request of and at the expense of the resident, the resident's family, or authorized representative. The facility administrator shall have access to the locked area upon request.

It is understood that Community Care Licensing, law enforcement, and the Ombudsman have the right to review documentation of any lost or stolen property with a value of \$25 or more within 72 hours of the discovery of the loss or theft. Upon request, they have the right to review the documented theft and loss record for the past 12 months. The Administrator shall document each incident, and will include a description of the article, estimated value, date and time the theft or loss was discovered, the date and time of the theft or loss (if determinable), and action taken.

We shall maintain a current inventory of all personal property brought into the facility by residents who share a room with an unrelated resident. For these residents, all personal items must be inventoried, in ink, and witnessed by facility staff and the resident or resident's representative, unless the resident refuses the inventory and the refusal is documented. The inventory can be written on the State form or equivalent, if desired. When the form is complete, copies will be distributed to and kept by the facility, the resident's family or responsible party, and the resident. If the resident has any additions to their personal inventory, it is the facility's policy to update the list and to make sure that the responsible parties obtain the updated copies. Likewise, when the resident loses or removes any items from their personal inventory, they are to notify the facility immediately and the facility will document appropriately. When a resident leaves our facility permanently, the inventory list will be verified by facility staff and the personal items will be packed. When the items are returned to the resident or responsible party the list will be re-verified and signed in receipt of belongings. If the resident dies, inventory and surrender of personal effects and valuables will take place to the resident's authorized representative in exchange for a signed receipt. While waiting for the resident's belongings to be picked up, the belongings will be stored in a secure storage area in the facility or at an off-site secure storage area. The facility will give immediate written notice to the public Administrator of the county upon the death of a resident whose heirs are unable or unwilling to claim the property.

Upon admission, all residents will be requested to appropriately label all clothing and personal items. Residents will be requested to keep fine jewelry and other items of value in a safe deposit box at their banking institution. No items of value will be entrusted to the facility for safe keeping and no cash or other moneys will be entrusted to the facility.

Residents are advised that when they notice a personal item is missing, they are to notify the Administrator or other staff member on duty immediately. The staff will conduct a thorough search for the missing item or items. If the personal belongings cannot be found, an estimate of their value will be assessed. The estimate will be the original purchase price plus or minus any appreciation or depreciation that has occurred. If the theft exceeds \$100.00 or more, a report shall be filed with a Law Enforcement within 36 hours of the theft. All appropriate documentation of the incident will be given to all the responsible parties. The facility will maintain the records on file for a minimum of three years. All staff will receive in-service training on the importance of returning resident belongings immediately to the residents' rooms.

If facility staff fails to make reasonable effort to safeguard resident property, the facility shall reimburse the resident for or replace stolen or lost resident property at it's the current value.

Attachment to Admission Agreement #8: Do-Not Resuscitate Order Policy

DO-NOT RESUSCITATE ORDER POLICY

This policy shall at all times be available for review by the licensing agency and its representatives.

1. A resident requesting a Do-Not Resuscitate order be implemented will be directed to obtain the directive from their visiting home health nurse or physician. No agent or employee of the facility shall sign, witness or be legally recognized as a surrogate decision maker for the resident's Do-Not-Resuscitate order.

2. In the event of a crisis, one of the following will be carried out:

a. If the situation is not in connection with hospice services being provided, emergency medical services shall be immediately summoned for the resident. When the emergency medical service personnel arrive they shall immediately be presented with the resident's Do-Not-Resuscitate order. Only the emergency personnel or physician or licensed nurse who is present and accepts responsibility may honor a DNR. (unless conditions i. – iii. below are met).

Or,

b. The licensee and/or facility staff may contact the hospice agency in lieu of calling emergency response services if the situation is connection with the hospice services being provided and if all of the following conditions are met:

- i. The facility has a hospice waiver and the resident is receiving hospice services from a licensed hospice agency.
- ii. The resident has completed an advance health care directive requesting to forego resuscitative measures.
- iii. The facility has documented that facility staff have received training from the hospice agency on the expected course of the resident's illness and the symptoms of impending death.

3. A Do-Not-Resuscitate order does not direct health professionals working in the facility or any staff member to withhold all emergency care. The resident should receive all medications, treatments and any other care as ordered by the physician, as well as all emergency first aid care as necessary. Any necessary transfer to a higher level of care should take place as necessary.

4. A copy of the Do-Not-Resuscitate order will be placed in the resident's file and in their room. Note: this is confidential information and must not be posted in a conspicuous place for visitors or other residents to see.

5. A colored "DNR" sticker or notation will be placed on the outside of the resident's file and on the resident's medication administration form

6. Should a resident desire, a medic-alert bracelet with a DNR medallion may be ordered and worn by the resident with a current Do-Not-Resuscitate status.

Attachment to Admission Agreement #9: Health & Safety Code 1569.682 - 1569.683

CA HEALTH & SAFETY CODE 1569.682 - 1569.683

1569.682. (a) A licensee of a licensed residential care facility for the elderly shall, prior to transferring a resident of the facility to another facility or to an independent living arrangement as a result of the forfeiture of a license, as described in subdivision (a), (b), or (f) of Section 1569.19, or a change of use of the facility pursuant to the department's regulations, 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 responsible person 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 legal representative to contact the department to investigate the reasons given for the eviction pursuant to Section 1569.35.
 - F. The contact information for the local long-term care ombudsman, including address and telephone number.

- (3) Discuss the relocation evaluation with the resident and his or her legal representative within 30 days of issuing the notice of eviction.

- (4) Submit a written report of any eviction to the licensing agency within five days.

- (5) Upon issuing the written notice of eviction, a licensee shall not accept new residents or enter into new admission agreements.

- (6) (A) For paid preadmission fees in excess of five hundred dollars (\$500), the resident is entitled to a refund in accordance with all of the following:
 - (i) A 100-percent refund if preadmission fees were paid within six months of notice of eviction.
 - (ii) A 75-percent refund if preadmission fees were paid more than 6 months but not more than 12 months before notice of eviction.
 - (iii) A 50-percent refund if preadmission fees were paid more than 12 months but not more than 18 months before notice of eviction.

(iv) A 25-percent refund if preadmission fees were paid more than 18 months but less than 25 months before notice of eviction.

(B) No preadmission refund is required if preadmission fees were paid 25 months or more before the notice of eviction.

(C) The preadmission refund required by this paragraph shall be paid 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.

(7) 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.

(8) 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 ombudsman program.

(b) If seven or more residents of a residential care facility for the elderly will be transferred as a result of the forfeiture of a license or change in the use of the facility pursuant to subdivision (a), 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:

(1) Upon submission of the closure plan, the licensee shall be prohibited from accepting new residents and entering into new admission agreements for new residents.

(2) 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.

(3) 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.

(4) 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.

(5) If the department fails to take action within 20 working days of receipt of either the original or the amended closure plan, the plan, or amended plan, as the case may be, shall be deemed approved.

(6) 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.

(7) Upon approval by the department, the licensee shall send a copy of the closure plan to the local ombudsman program.

(c) (1) 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.

(2) The participation of the department and local agencies in the relocation of residents from a residential care facility for the elderly shall not relieve the licensee of any responsibility under this section. A licensee that fails to comply with the requirements of this section shall be required to reimburse the department and local agencies for the cost of providing the relocation services. If the licensee fails to provide the relocation services required in subdivisions (a) and (b), then the department may request that the Attorney General's office, the city attorney's office, or the local district attorney's office seek injunctive relief and damages in the same manner as provided for in Chapter 5 (commencing with Section 17200) of Part 2 of Division 7 of the Business and Professions Code.

(d) A licensee who fails to comply with requirements of this section shall be liable for the imposition of civil penalties in the amount of one hundred dollars (\$100) per violation per day for each day that the licensee is in violation of this section, until such time that the violation has been corrected. The civil penalties shall be issued immediately following the written notice of violation. However, if the violation does not present an immediate or substantial threat to the health or safety of residents and the licensee corrects the violation within three days after receiving the notice of violation, the licensee shall not be liable for payment of any civil penalties pursuant to this subdivision related to the corrected violation.

(e) 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's 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.

(f) This section shall not apply to a licensee that has obtained a certificate of authority to offer continuing care contracts, as defined in paragraph (8) of subdivision (c) of Section 1771.

1569.683. (a) In addition to complying with other applicable regulations, a licensee of a residential care facility for the elderly who sends a notice of eviction to a resident shall set forth in the notice to quit the reasons relied upon for the eviction, with specific facts to permit determination of the date, place, witnesses, and circumstances concerning those reasons. In addition, the notice to quit shall include all of the following:

- (1) The effective date of the eviction.
- (2) Resources available to assist in identifying alternative housing and care options, including public and private referral services and case management organizations.

(3) Information about the resident's right to file a complaint with the department regarding the eviction, with the name, address, and telephone number of the nearest office of community care licensing and the State Ombudsman.

(4) The following statement: "In order to evict a resident who remains in the facility after the effective date of the eviction, the residential care facility for the elderly must file an unlawful detainer action in superior court and receive a written judgment signed by a judge. If the facility pursues the unlawful detainer action, you must be served with a summons and complaint. You have the right to contest the eviction in writing and through a hearing."

(b) The licensee, in addition to either serving a 30-day notice, or seeking approval from the department and serving three days notice, on the resident, shall notify, or mail a copy of the notice to quit to, the resident's responsible person.

Attachment to Admission Agreement #10: Grievances Procedures

Casa Verdugo Resident / Family Grievances Procedures

Facility Address: 5164 E. Parker St. Oceanside, CA 92057

Licensee: Casa Verdugo Inc. Authorized Representative: Carolina Garcia

Licensee Mailing Address: 5164 E. Parker St. Oceanside, CA 92057

Licensee Phone No. 760-754-2504

Facility Phone No. 760-754-2504

License No.

We encourage all residents and/or families to freely make suggestions and complaints, written or in person, at any time. It is usually helpful to try to resolve your concerns by first bringing them to the attention of the facility Administrator. When efforts at informal problem solving have not worked out, it might be necessary to file a formal complaint with either the CCLD and/or the Ombudsman Program. The above shall not deter anyone from bringing a formal complaint immediately when there are serious concerns or when there are persistent pattern of problems. Besides the right to file a complaint, the complainant also has the right to have his/her name held in confidence and not disclosed to the facility. The complainant has the right to remain anonymous to either the licensing agency or the Ombudsman Program. The complainant has the right to be from threats or retaliation by the facility.

Staff will be trained to immediately report any resident complaints to the Administrator. If the Administrator is out of the facility, staff will notify the Administrator by cell phone. Caregivers are authorized to correct any problems included in the complaint as long as the procedure is within the scope of the Caregivers allowable duties. If the Caregiver cannot resolve any issues, the Administrator will meet one-on-one with the resident and/or families to discuss the problem and resolve the issue.

The family or responsible party will be kept abreast of any complaints and resolution of the problem by telephone within 24-hours and in writing if requested, within 72-hours.

Where to file a Complaint? Call, write or fax the nearest CCLD or Ombudsman Services office.

Community Care Licensing
619-767-2301
7575 Metropolitan Dr. Suite 109
San Diego 92108

Long Term Care Ombudsman
858-560-2507
9335 Hazard Way #100
San Diego 92123

We acknowledge receipt of a copy of this policy:

Resident's Initial (____) Resident's Authorized Representative Initial (____)