

SHEPHERD OF GOD ASSISTED LIVING, LLC.
RESIDENTIAL CARE COMMUNITY FOR THE ELDERLY – License # 475001552
424 Hwy. A-12 PO Box 339, Grenada, CA 96038 – Tel. 530-436-2514, Fax. 530-436-2379

ADMISSION AGREEMENT

Resident: _____, **SS#:** _____, **Birth Date:** _____,

Responsible Party: _____, **Relationship:** _____,

Address: _____, **Tel:** _____,

It is agreed that for a basic monthly fee of \$ _____, **Basic Care Category**, (which represents **Level I** and identified by California State Health and Safety Code 1569.70) or **Alzheimer's / Dementia Care Category** to be paid by _____ on behalf of above Resident,

Lodging: Room#. _____ **Semi-private** / **Private**). **Date Admitted:** _____,

Note: Each month's rent covers the full month for which it is paid or any smaller portion of that month. We can not and therefore will not refund for any shorter stays due to illness, death or relocation of the resident. This is due to the realities that our fixed cost including staffing cost can not be reduced within any month.

Initial _____

There is a one-time, non-refundable "Community Fee" of **\$350.00** payable at the time of admission to the Community. This fee covers the administrative cost of admission.

General Provisions

The following document is hereby known as Community Admission Agreement. This agreement is mandated by the California State Health and Safety Code 1569 and by Title 22, Chapter 8, Division 6 of the California Code of Regulations. This document and all documents attached or presented at the time of admission are required to be signed and each page initialed at the time, or as condition, of admission. No attachments or provision of services presented by the Community are known to be prohibited, deceptive or unlawful under state or federal law as declared under California State Health and Safety Codes 1569.880 and 1569.83.

This admission agreement is in 12-point type and printed only on one side as mandated by California State Health and Safety Code 1569.882. The Community has attempted to construct this agreement in clear, coherent, and unambiguous language using words with common and everyday meanings. If resident, resident's family, responsible party and/or conservator has any questions regarding meanings of words or phrases, said individuals are encouraged to seek clarification of such language. This agreement is subdivided for easier reference.

Please note that as a residential care Community for the elderly, the Community is not permitted to use restraints on its residents, and the use of restraints is also inconsistent with our philosophy. We

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encourage our residents to participate in physical activities to the extent of their capabilities. Thus, falls and other personal injuries can and will most likely occur from time to time. If you are not comfortable with this type of environment, we suggest that you consider a higher level of care.

As required by California State Health and Safety Code 1569.884, this agreement contains charges and fees which, if used by the resident, resident's family, responsible person or conservator, will be itemized in a monthly statement indicating all separate charges incurred by said persons. These charges would be due and payable at the time of payment of the monthly fee. Any fees not listed in this agreement may not be charged. However, California State Health and Safety Code 1569.884(c) allows the Community to provide a list of fees for other services, which were not available at the time of admission. The resident, resident's family, responsible party and/or conservator may indicate in writing the acceptance or refusal of these services and all subsequent fees. If the additional services and fees were not accepted, these services would not be available to the resident.

The Community Is A Locked Community

Shepherd of God Assisted Living, LLC (Community), located at 424 Hwy A-12 Grenada Ca 96038, is a LOCKED Residential Care Community for the Elderly licensed by the California Department of Social Services, Community Care Licensing Division, Community license number 475001552. This is a non-medical care Community that does not and cannot provide medical, intermediate or skilled nursing care. This Community is not a community care Community, as outlined by California State Health and Safety Code 1502.5, but is instead a Residential Care Community for the Elderly. It is subject to Title 22, Division 6, Chapter 8 of the California Code of Regulations, and by California State Health and Safety Code 1569, et seq. This Community is locked in order to help preserve the safety of our residents who are experiencing memory difficulties by delaying their departure. This is being done without greatly restricting the entry or departure of our other residents. By signing this agreement, you are accepting this minor inconvenience related to our locked doors and gates.

Basic Services

1. Each room is equipped with a suitable bed and bedroom furniture. The resident, however, may provide his/her own furniture as long as the room will accommodate items according to Title 22 provisions, section 85755. Furniture should be of good quality and safe. The Community reserves the right to reject furnishings if not in conformity to State and Community standards.
 2. Basic meal service that includes three (3) meals per day including physician prescribed, medically necessary diets, and between meal snacks. Medically necessary diets are provided by the Community. In addition, special food items will be itemized on a monthly statement and charged at the Community's cost plus \$100.00 to obtain said products or services.
 3. Cleaning service (instrumental activities of daily living), which includes housework. The resident may choose to assist with housework, as part of the resident's desire to maintain functional abilities.
 4. Basic hygiene items such as soap and toilet paper. The Community reserves the right to charge for excessive use of toilet paper and for costs associated with excessive use of toilet paper such as plumbing and maintenance.
 5. Weekly linen changes or more often as needed.
 6. Transportation arrangements: By California State law and regulations, the Community must make arrangements for transportation. We do not transport to Weed or Mt. Shasta without an extra charge to client. All transportation arrangements requests require a minimum of 48-hour notice, and will be available Monday and Thursday during normal business hours. Family members are encouraged to
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provide other basic transportation. Any transportation outside these days and hours will be billed at a higher rate depending on the distance and the driver's hours and any overtime needed.

7. Planned activity program: The Community offers a planned activity program including assistance with arrangements for the use of Community resources. There may be extra charges for special events and/or activities.
8. Assistance with activities of daily living; care and supervision (California State Health and Safety Code 1569.2) which includes assistance with medication, dressing, feeding, toileting, bathing, grooming, mobility, telephoning, and correspondence; central storing and distribution of medication; arrangement of and assistance with medical and dental care; maintenance of house rules (general policies) for the protection of residents; supervision of resident schedules and activities; maintenance and supervision of resident property; and monitoring food intake or special diets.
9. Hospice care the Community may charge for the increased care **an additional special rate** of \$25.00 per day.
10. Monitoring and appropriate reporting of resident needs and condition to family and physician.
11. Private laundry service (Washing and drying of personal laundry [excluding dry cleaning] is included. Resident laundry will be washed exclusively, and will not be combined with other resident laundry. Family may do resident laundry to avoid any additional charges.
12. Medication Management: This Community utilizes a "closed-door pharmacy" which will also package the medications for those who use another pharmacy and this allows the Community to maintain full and complete compliance with Title 22 Section 87575 and California State Health and Safety Code 1569.314 in how it manages its medication program. Residents who do not participate in the Community's medication management program are assessed a monthly charge of \$300.00. For additional information, see "medication management" below.

Medication Management

It is the policy of this Community to use a central packaging pharmacy for safety and accurate record keeping, prompt reordering, physician communication, and for adherence to State provision. The resident, resident's family, responsible party and/or conservator is directly billed by the pharmacy for medication charges, which includes co-payments, non-covered medications, and other charges not covered by insurance. Should a resident, resident's family, responsible party and/or conservator not wish to participate in the Community's central packaging pharmacy program, an additional fee of \$300.00 per month is charged to cover the additional expenses involved in using an outside pharmacy. Pharmacy services are a third-party service and the Community does not pay for or control these services, except as such services are governed by state and federal regulations.

Third-Party Services

Third-party services are those not operated, provided or controlled by the Community. These include, but are not limited to, incontinent care products, podiatry, pharmacy services, home health care as provided through a certified home health care agency, hospice care as provided through a certified hospice agency, and cosmetology services. Any fees charged by a third-party service provider are to be paid directly to the third-party. These services may be arranged in the Community by the Community when requested by the resident, resident's family, responsible party and/or conservator. There is no fee associated with arranging these services. The Community reserves the right to monitor and assess the services to ensure resident is receiving services in accordance with California State Health and Safety Codes 1569.884(d), 1569.725 and 1569.73 in addition to Title 22 sections 87590 and 87575. Third-party services will be billed by the third party to the individual responsible for payment of resident fees. Rates for third-party services may increase

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without notice as allowed by California State Health and Safety Code 1569.665(a), and the Community is not responsible for advising resident, resident's family, responsible party and/or conservator of said increases.

Provisions for Monthly Fee Increases

The Community reserves the right to increase the basic monthly fee if it is determined, through resident appraisal, that the level of care is higher than Level I or the Category of Care is higher. This increase is allowed under California State Health and Safety Code 1569.655. Any increase due to a level of care or condition change may be implemented immediately after the resident and/or their responsible party has been notified. Any other increases, such as cost of living, may be implemented after a 60-day notice has been issued to the resident, resident's family, responsible party and/or conservator.

Title 22 section 87583.1 requires a review of the resident's service needs within two weeks of admission. Thus, within two weeks the Community will review this agreement and any required service plan. The resident, resident's family, responsible party and/or conservator is asked to attend such meeting. If the resident's actual needs and services exceed Level I or the level of care at admission, the monthly fee will be adjusted as listed below. California State and Safety Codes 1569.655 and 1569.70 allow residential care facilities for the elderly to provide additional levels of care beyond the basic level at an additional charge corresponding to the resident's care. The following level of care is provided by this Community, if necessary. Each Category of Care carries an additional fee beyond the basic care services listed above.

As noted above, the monthly rate is subject to immediate change if the amount or frequency of assisted living services or optional services provided increases above our normal services. The rate change will be prorated on a daily basis if the services are increased during the month. Thereafter, the new rate will be due at the first of the month. Services provided to the Resident are reviewed by Community staff on a monthly basis, or more frequently if there is a change in condition. The change of condition may warrant an increase or decrease in service or may lead to a determination that the Community can no longer meet the Resident's needs.

Basic Services

Basic services are provided to every category of care of resident as needed: (Assisted Living, Dementia Care, Hospice Care) at no additional cost than their category price.

- * 24 hour supervision
- * Three Nutritious home cooked meals
- * Snacks, including freshly baked desserts
- * Basic housekeeping services
- * Linen & personal laundry services
- * Supervision & Distribution of medications.
- * Secure gated environment
- * Emergency call system in each room
- * Utilities, excluding in-room television / cable & telephone services
- * Basic assistance with personal care & hygiene

The above services are all inclusive regardless of the level of care within their category of care.

Additional Resident Services Based on Change within Their Category of Care

Additional services are available at an additional charge regardless of the type of care. Extraordinary dietary needs, excessive incontinence care, incontinence supplies, additional/special housekeeping services, transportation for special needs or requests, in-room television/cable & telephone services, special outings & entertainment events or activities held outside the Community.

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Residents who also require the occasional services of an appropriately skilled professional due to chronic health problems, and returning residents recovering from illness, injury, or treatment which required placement in facilities providing higher levels of care.

Dementia Care Provisions

Dementia Care – Based upon compliance with Title 22 sections 87724, 87725, 87725.1 and 87725.5, this Community provides Alzheimer’s and related dementia care. Progression of dementia care needs will result in a reappraisal of needs. An additional level of care fee will be charged as determined by Community administrator.

By regulation, Title 22 section 87725, this Community has a procedure in place to notify the resident’s physician, family members, conservator, if any, and responsible persons who have requested notification when a resident’s behavior or condition changes. In addition, this Community has adopted specific safety measures to address dementia-caused behaviors. This information is contained in the Community’s Plan of Operation, which is available to individuals upon request.

Should this Community cease to provide dementia special care, programming, and/or environment for residents with dementia or related disorders, a 30-day notice will be sent to the resident, resident’s family, responsible party and/or conservator.

Pet Policy

Pets – Including dogs, cats and birds are not allowed.

Monthly Fee Payment Provisions

The fee for the above basic and additional services **(including first and last month)** 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 late fee of \$35.00 per day will be assessed for each day that the rent is not received. Payment may be made by check. Should the Community receive a returned check from the bank, there will be a \$50.00 charge to cover bank fees and special handling costs, plus \$35 per day until secured payment is obtained.

Title 22 section 85790 allows the Community to not accept any particular person for care. The Community will allocate certain rooms to accept SSI/SSP residents. **The Community is not allowed to accept resident personal and incidental needs monies for payment of basic services.**

Optional Services

Optional services and costs are not included in this agreement as part of any level of care. These optional services are posted in this Community with a current fee structure. Should the resident require optional services not part of the basic rate, it is agreed that monthly optional charges will be billed in arrears and due no later than the fifth (5th) of each month. Optional charges are subject to the same late charges as the basic rate. It is further agreed that the resident will be relocated and be subject to eviction, when, upon agreement of the Community and resident’s physician that an optional service is required, and the resident or responsible person refuses such services. Refusal of necessary services to meet resident needs that jeopardizes resident health and wellbeing, and the standards of care adhered to by the Community, are grounds for eviction.

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If the Community determines that it can no longer meet your needs, and if you do not move out under these circumstances, and the Community determines that it is necessary to provide you with one-on-one care in order to protect your health or safety or the health or safety of others, the Community will provide such care and you will be charged for the **actual cost for such extra care plus a 20% administration fee.**

Policies Concerning Family Visits

The Community encourages regular visits from family, friends and clergy. Please feel free to visit from 9:00 am to 8:30 pm every day. Visitors are reminded to be respectful of our residents right to privacy.

Eviction Procedures

The Community may, upon 30-day written notice to the resident and the resident's responsible party, if any, evict the resident on the following grounds:

1. Non-payment of the basic and/or optional fee by the 10th of the month.
2. Failure to comply with local or state law.
3. Inability of the Community to meet the needs of the resident. This may result in a transfer or eviction of the resident. Because the Community is a non-medical care Community, it is unable to care for medical conditions outside the scope of the law and regulations. Under Title 22, sections 85789 and 87701.2, 87701.5 and 87702.1, resident may have an involuntary transfer or eviction reviewed by Community Care Licensing.
4. Failure of the resident to comply with general policies that is for the purpose of making it possible for the residents to live together. The Community hereby believes these general policies are reasonable and necessary. The resident has the right under California State Health and Safety Code 1569.83 to suggest changes to these policies. However, Community also has the right under Title 22 section 85789, to keep current general policies without change. Resident, resident's family, responsible party and/or conservator have the right to file a grievance with Community Care Licensing at 520 Cohasset Rd., Suite 6., Chico, CA 95926 or the State Ombudsman at Northern California Ombudsman Program, 1647 Hartnell Ave. Suite 6., Redding, CA 96002, (800) 223-6191, or both, to resolve any complaints, which may arise. (A copy of the Residents [Personal] Rights is attached.) Violations such as those listed below will be grounds for eviction:
 - a. Verbal or physical abuse directed towards other residents or staff
 - b. Smoking in the Community is strictly forbidden due to the health and safety risks to other residents and to Community staff.
 - c. Use of profanity or offensive language.
 - d. Destruction of Community property.
 - e. Violent or antisocial behavior.
 - f. Harming or threatening to harm oneself or others.
 - g. Health conditions that require staffing levels not available in the Community.
 - h. Family/visitors are abusive or upset the general resident population.
 - i. Refusal to practice general hygiene (bathing, oral care, clean clothes, etc)
 - j. Refusal to store prescribed and over-the-counter medication and nutritional supplements in a secured and locked central location to prevent medication errors or accidental wrong usage.
 - k. Noncompliance with physician orders that would result in a threat to the safety or well being of the general resident population, i.e. refusal to treat an infection.
 - l. Resident, family or visitor theft of Community or other resident belongings.
 - m. Failure to pay third-party services' fees or charges.

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- n. Refusal to use optional services that are required by the resident's physician
 - o. You present an immediate physical threat or danger to yourself or others.
 - p. You have active communicable tuberculosis or another similar communicable disease.
 - q. You are not elderly and have needs in conflict with other residents or the programs of services offered, or require more care and supervision than other residents.
 - r. You have a primary need for care and supervision that results from dementia or a mental disorder resulting in ongoing behavior which would upset the general resident group, would require a greater amount of care and supervision than other residents at the Community, or if you cannot generally benefit from the program of services available at the Community.
 - s. You are bedridden as defined by state licensing regulations.
5. Closure, change of use, or change in target population
 6. Upon permission of the Department of Social Services, Community Care Licensing, a three (3) day notice of eviction may be granted for 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 or to the mental and/or physical health or safety of others in the Community.]

Copies of any notice of eviction will be sent to the resident, the family, or responsible party/conservator, Community Care Licensing and appropriate placement agency, if any.

Refund Conditions

There is no law or regulation requiring the Community to provide refunds, except if Community Care Licensing orders a resident relocation, and then only if advance notice was required for vacating Community. No local, public or state agency has the authority to order a refund. It is the policy of this Community to provide refunds at its discretion provided. There are no other grounds or provision for refunds.

The Community requires a 30-day written notice of intent to vacate from the resident or responsible party unless agreed to in writing and in advance by the administrator. If the resident is away from the Community for hospitalization, vacation, temporary placement outside this Community, etc., the basic monthly rate will continue. The Community will hold the room up to the last day of a paid month unless the resident, resident's family, responsible party and/or conservator notifies the Community, in writing, of the resident's discharge from the Community. Individuals other than the resident must have the legal right to discharge as determined by the Community 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 Community will only hold the room upon receipt of the entire month's fee. Failure to pay this fee by the due date may result in involuntary discharge from the Community.

Fee Increases

A written 60-day notice to the resident, resident's family, responsible party and/or conservator will precede any change in the basic monthly rate, other than level of care increases. A 60-day notice is not required for any change in the resident's level of care. This is in accordance to California State Health and Safety Code 1569.655.

Planned Absences

The Community requires a minimum of 72-hours notice of any planned absence of the resident. This is for the purpose of preparing medications and other items that may be required for the resident to take while away from the Community. Title 22 section 85761 requires this Community to report within seven days any

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injury; illness or death that may occur while the resident is under Community supervision. This includes any injury, illness or death that may occur while the resident is in the custody of family.

Theft and Loss Program

This Community is required by Title 22 section 87227.1 to notify residents upon admission of its written policies and procedures regarding the Community’s theft and loss prevention program as outlined in California State Health and Safety Codes 1569.152-154. As provided in the State’s theft and loss program, the family does not have the option of refusing to disclose items required to be inventoried at the time of admission and as brought into the Community after admission. All items are required to be added to or deleted from the Personal Property Inventory List, as mandated by California State Health and Safety Code 1569.153(d). If the resident is in a private room or sharing a room with a relative, and the resident(s) can secure the door, then the resident is not required under California State Health and Safety Code 1569.153(m) to disclose belongings. However, the Community will do a discreet examination of items to ensure resident does not have items, which are prohibited under law and not allowed in the Community.

I have _____ I have not received this brochure _____

Personal Rights

The resident and the resident’s responsible party, 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 Community. See attached:

I have _____ I have not received this brochure _____.

Medical Decisions

This Community is required by Title 22 section 87568 to provide the resident and his or her responsible party with the State’s brochure “Your Right to Make Decisions About Medical Treatment.”

I have _____ I have not received this brochure _____.

Telecommunications Device Notification

This Community is required by Title 22 section 85768 to provide the resident and his or her responsible party with notification that the resident is entitled to special communication equipment from the telephone company. It is the resident’s or responsible party’s responsibility to secure such equipment.

I have _____ I have not received this brochure. _____

Caregivers

The caregivers in this Community have been exclusively and especially trained to assist residents with their personal activities of daily living. It is the policy of this Community that no resident or member of the resident’s family recruits a caregiver away from this Community for private (home-based) care. If the resident, resident’s family member, responsible party and/or conservator violates this policy, the Community reserves the right to pursue all legal and financial remedies, including recovery of all training and recruitment expenses.

Release of Liability

Though the Community still remains responsible for the oversight of all its residents, by signing this agreement, I absolve this Community of any liability for accidents which may occur when the resident is away from the Community for a visit, outing, doctor’s or similar medical appointment, daycare, vacation, or similar event which may require the resident to be in the custody or care of someone other than Community

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staff. If the resident is to be away from the Community, this Community will provide caregiver escort, for an additional cost, if the resident, resident's family member, responsible party and/or conservator provides a minimum of 72-hour notice.

ACCESS TO RECORDS

- a. You are hereby notified that the Department Of Social Services has the authority to examine the resident records as part of the Community evaluation.
- b. I acknowledge that The Department Of Social Services has the authority to examine my records as part of the Community evaluation. Initial of: (Resident of Responsible Party) _____

Further Terms and Conditions

By signing this agreement, I agree to the terms stated previously in this agreement. In addition, I will:

- a. Allow the Department of Social Services, Community Care Licensing to review any and all records kept by the Community regarding the resident, and to inspect the resident's room.
- b. Not bring into the Community any medication, prescribed or over-the counter, vitamin or food, without staff knowledge, and without physician order.
- c. Report any change in health status that would affect the resident's well being and the well being of others.
- d. Semiprivate tenants and/or their Responsible Party, in the interest of keeping cost down, agree to be moved-in with another tenant when they no longer have a roommate.

87572 PERSONAL RIGHTS OF RESIDENTS 87572

(a) Each resident shall have personal rights which include, but are not limited to, the following:

- (1) To be accorded dignity in his/her personal relationships with staff, residents, and other persons.
- (2) To be accorded safe, healthful and comfortable accommodations, furnishings and equipment.
- (3) To be free from corporal or unusual punishment, humiliation, intimidation, mental abuse, or other actions of a punitive nature, such as withholding of monetary allowances or interfering with daily living functions such as eating or sleeping patterns or elimination.
- (4) To be informed by the licensee of the provisions of law regarding complaints and of procedures to confidentially register complaints, including, but not limited to, the address and telephone number of the complaint receiving unit of the licensing agency.
- (5) To have the freedom of attending religious services or activities of his/her choice and to have visits from the spiritual advisor of his/her choice. Attendance at religious services, either in or outside the Community, shall be on a completely voluntary basis.

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(6) To leave or depart the Community at any time and to not be locked into any room, building, or on Community 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 Community prior to residence along with his/her family and responsible persons.

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

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

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

(A) Section 1569.313 of the Health and Safety Code provides that:

This policy shall be designed to encourage regular family involvement with the resident and shall provide ample opportunities for family participation in activities at the Community.

(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 Community.

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(a) At admission, a resident and the resident's responsible person or conservator shall be personally advised of and given a list of these rights. The licensee shall have each resident and the resident's responsible person or conservator sign a copy of these rights, and the signed copy shall be included in the resident's record.

(b) Facilities licensed for seven (7) or more shall prominently post, in areas accessible to the residents and their relatives, the following:

(1) Procedures for filing confidential complaints.

(2) A copy of these rights or, in lieu of a posted copy, instructions on how to obtain additional copies of these rights.

(c) The information in (c) above shall be posted in English, and in facilities where a significant portion of the residents cannot read English, in the language they can read.

NOTE: Authority cited: Section 1569.30, Health and Safety Code. Reference: Sections 1569.1, 1569.30, 1569.31, 1569.312, and 1569.313, Health and Safety Code.

Resident House Rules & Policies and Procedure

1. Shepherd of God Assisted Living, LLC will absolutely not be responsible for private property not entrusted to it for safe keeping. Residents are asked not to keep more than \$10.00 on their person. Jewelry and other small, valuable items should be given to the family for safeguarding. The Community is not responsible for the loss or damage of this personal property. Any resident who cannot handle his or her own money and does not have a responsible party to care for financial affairs will be referred to social services for a conservator. Large amounts of money should be deposited in the local bank, if possible. Residents are encouraged to have personal spending money locked up in their rooms. Additionally, Shepherd of God Assisted Living, LLC will not be responsible for replacement costs of loss of dentures, hearing aides, and eye glasses.

2. Smoking is *never* allowed in the Community and in any bedroom. The outside designated smoking areas must be observed. Not following these rules will result in eviction. Residents are prohibited from drinking any alcohol beverages unless prescribed by a physician, or taking illegal drugs, any kind of harmful substance, or having any weapon in the Community.

3. Residents are asked not to keep any medications, remedies or laxatives in their rooms without the permission of their physician and the administrator. Medicine is to be taken regularly as prescribed. Assisted supervision will be provided by the staff to achieve this regimen. This Community shall request doctor's orders for all over-the-counter medications. It is the policy of our Community to centrally store and safeguard all medications.

4. Residents may leave the Community at will, but must inform the supervisor of the expected time back, destination, and sign out in the sign out book by the front door. It is our policy to call

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the police department and file a missing persons report if the resident cannot be found and we have not been informed that he/she would be absent. Though the Community is responsible for residents when they are outside the Community with family or on other visits it may not be liable for accidents or injury during his/her time out of the Community and must be informed of all physical and mental conditions on the pre-admission appraisal and physicians' reports; the Community is not responsible for conditions not revealed. _____ (initials)

5. Shepherd of God Assisted Living, LLC is not responsible for medical, hospitalization, physician, or medication costs. Physicians and other Appropriately Skilled Professionals are considered independent providers. Services provided to residents are the responsibility of the provider. Providers will bill resident separately for their services.

6. We ask that the family take residents to their doctor appointment outside the Community or we will arrange transportation with our transportation service. It is our policy to call an ambulance in case of emergency. We will transport residents at no extra charge during day time Monday through Friday within ten miles to the nearest medical Community for doctor visits, laboratory tests, eye or dental care, if no other source is available. We highly recommend that the resident becomes a member of the Northern Siskiyou Medi-trans because they transport on all other times when the Community cannot transport at a very reasonable rate to the resident.

7. Shepherd of God Assisted Living, LLC shall maintain the right to have access to all residents' medical and laboratory information, including testing for contagious disease. This information shall be available to Appropriately Skilled Professionals providing health care to our residents.

8. Shepherd of God Assisted Living, LLC reserves the right to call the emergency room at Fairchild Medical Center if the resident's personal physician is not available. Should the resident become ill, Shepherd of God Assisted Living, LLC is authorized to call his/her physician, or in his or her absence, the covering physician. If the illness becomes acute, it is possible the resident will have to be transferred to an appropriate nursing Community or hospital, at the expense of the resident

If the resident is admitted to the hospital, we reserve the right to re-assess him/her prior to the re-admission process to ensure we can properly care for him/her. If a significant change in their health condition has occurred, he/she might not be accepted back.

9. Residents are expected to keep their rooms in a neat and orderly fashion, if possible. The Community staff will make the bed for those who cannot do so for themselves. Residents must allow the staff to thoroughly clean their rooms at least once weekly and their bathrooms daily.

10. The privacy of each resident is of great importance. Residents must allow for the privacy of their roommate. No resident is permitted to enter someone else's room, open closets and drawers, or touch anything that belongs to another. _____ (initials)

11. We encourage all resident to participate in our activity program which includes educational, recreational, social and religious programs.

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12. Our policy is that all residents should have a complete shower or tub bath at least twice a week. Hair should be washed at least once a week. Residents must attend to their personal hygiene for their own health, comfort and sanitation. The Community staff person (male or female) will assist the resident twice weekly with shower or tub bath. If additional bathing is needed on regular basis, then a possible re-assessment might be warranted.

13. Residents may use their own furnishings, if they desire, as well as hang up a few pictures etc., but the Community is not responsible for the loss or damage to these articles, unless entrusted to the Community for safekeeping.

14. Residents may have their own automobiles here, but they must keep their car locked and never leave the keys in them. Visitors are asked to lock their cars and never leave keys in their cars as well.

15. Visiting hours are from 9:00 a.m. to 8:30 p.m. Visitors are encouraged to come and numbers are not limited as long as consideration is shown for the other residents. Visitors must sign our visitor register and sanitize their hands upon entry of the Community. Visits and overnight stays outside the Community are encouraged.

16. The supervisor in charge must be informed of any food, candy or furnishings brought into the Community. Food requiring refrigeration should be marked with the resident's name and brought to the kitchen. All non-perishable snacks kept in the bedroom must be in a container with an air tight lid, and must absolutely be kept clean, and is the responsibility of the resident and/or responsible party. Personal refrigerators and/or microwaves not be allowed in resident rooms, with the exception of those who pay an additional electric usage rate of \$20 per month.

17. All residents must eat their meals in the dining room. Breakfast is at 8:00 a.m., Lunch at 12:00 p.m., and Dinner is at 5:00 p.m. Residents not planning to eat a meal should notify the Community. Nourishments and snacks are available (by a staff member) between meals, as long as not restricted by diet. We provide a wonderful, fully nutritious and diverse menu. Special brand name or other unique food items are not provided or served by the kitchen. Residents are not allowed in the cooking or pantry areas. _____ (initials)

18. Private room phones may be installed at the expense of the resident or responsible party. The Community phone is available for local use and short calls. Long distances calls must be collect calls to the party called.

19. Residents should behave at all times in a proper and respectful manner towards each other and the staff. No verbal or physical abuse shall be tolerated. If, at any time, a resident becomes violent or abusive and destructive, for whatever reason, immediate action shall be taken to ensure the health and safety of the other residents and staff.

20. A minimum of 30 days will be charged for any admission (not respite care), even if the resident were to move the day after admission unless moved for medical reasons.

Resident Or Responsible Party Initials _____ Community Representative Initials _____

21. The operation of televisions and radios must be done in such a manner that the rights of others will be respected. If a resident is in a double room having the possibility of two televisions, television earphones are required so as to not disturb the roommate.

22. Upon moving from the Community, residents must file address changes with all correspondents. We will only forward mail for approximately 6 months.

23. Residents are requested to report all injuries, however slight, to the health care staff. Any problems or concerns that residents may have should be taken immediately to the administrator or the person in charge.

24. The licensing agency and local Ombudsman offices will be notified of any unusual occurrence, event or injury requiring medical treatment which affects the physical or emotional health of a resident. An incident report will be completed and sent in to the licensing agency whenever an unusual occurrence happens.

NOTE: All substantiated complaints and citations will be posted in a conspicuous place and kept on file in the Community. The licensing agency has the right to inspect residents' records.

_____ (Initials)

Failure to adhere to those items agreed to above may result in eviction.

If you or your family have any concerns, questions or suggestions, please feel free to discuss them with the Administrator.

Additional Conditions:

1. ***Waiver Of One Breach Not a Waiver Of Any Other:*** The failure of the Community in one or more instances to insist upon the strict performance, observance or compliance by You with any of the terms and provisions of this Agreement, shall not be construed to be a waiver or relinquishment by the Community of its right to insist upon strict compliance by you with all of the terms and provisions of this Agreement. In addition, acceptance by the Community of any payment from you after your breach of any term of this Agreement or after providing you with a notice of termination based on a reappraisal as described above, shall not constitute a waiver of the right of the Community to insist upon full performance of all terms of this Agreement, nor shall it waive the Community's right to terminate this Agreement for any breach previously committed or to terminate in accordance with above.
2. ***Assignment:*** This Agreement may be assigned by the Community but may not be assigned by Resident.
3. ***Severability:*** If any portion of this Agreement is determined by a court of competent jurisdiction to be unenforceable, this Agreement shall be read as is such unenforceable provision was not included and all other provisions of this Agreement shall continue in full force and effect.

Resident Or Responsible Party Initials _____ Community Representative Initials _____

4. **Governing Law:** This Agreement shall be governed by and construed under the laws of the State of California except as to conflicts of law issues.
5. **Arbitration:** By entering into this Agreement, you agree that any and all claims and disputes arising from or related to this Agreement or to your residency, care or services at the Community shall be resolved by submission to neutral, binding arbitration; except that any claim or dispute involving unlawful-detainer proceedings (eviction) or any claims that are brought in small claims court shall not be subject to arbitration unless both parties agree to arbitrate such proceedings. Both parties give up their constitutional rights to have any such dispute decided in a court of law before a jury, and instead accept the use of arbitration. The arbitration shall be conducted in Siskiyou County, California, by a single neutral arbitrator selected as provided in the California Code of Civil Procedure, unless otherwise mutually agreed. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Each party shall bear its own costs and fees in connection with the arbitration. This arbitration clause binds all parties to this Agreement and their spouse, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After termination of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.
6. **Actions Not Subject to Arbitration:** Any action arising out of or related to this Agreement for which arbitration is not allowed by law or that is excluded from arbitration, shall be brought in the appropriate court before a judge. The parties hereby expressly WAIVE THEIR RIGHT TO BRING THE MATTER BEFORE A JURY.
7. **Licensing Surveys:** A copy of the Department of Social Services licensing surveys for the past year for the Community are posted for your review. In addition, copies of licensing reports are available from the Community and copies of licensing reports and other documents regarding the Community are available from the Department.

This agreement remains in effect after the death of the resident; payment is owed until the room is released to the Community management free of all the furniture and other belongings of the resident.

I have read and do understand all of the preceding pages. I accept these House Rules as part of the admission agreement and I agree to all the terms of this agreement.

Resident

Date

Authorized Representative

Date

Administrator or Designee

Date

Resident Or Responsible Party Initials _____ Community Representative Initials _____

Resident Or Responsible Party Initials _____ Community Representative Initials _____