

# Resident Admission Policy and Admission Agreement

**Facility Name:** Astoria Retirement Residences  
**Facility Licensee:** Teodor Abrudan  
**Administrator:** Oana Abrudan  
**License Number:** 306005176 (Corona del Mar)  
 306004545 (Dover Shores)  
 306003992 (Eastbluff)

**Facility/Licensee Address:** \_\_\_ 3606 Catamaran Drive, Corona del Mar, CA 92625 (CdM)  
 \_\_\_ 1412 Santiago Drive, Newport Beach, CA 92660 (Dover Shores)  
 \_\_\_ 2209 Alta Vista Drive, Newport Beach, CA 92660 (Eastbluff)

**Type of Facility:** RCFE  
**Telephone: Office:** (949) 719-7718 Fax: (949) 719-1347  
**Email:** info@astoriaretirement.com

Astoria Retirement is licensed by the State of California, Department of Social Services, and Community Care Licensing. This is a non-medical care facility, which does not routinely provide medical or skilled nursing care. This is a legal and binding contract and should be read in its entirety and signed together by all parties.

This admission contract is rendered on behalf of:

Resident Name: \_\_\_\_\_

Herein after considered the “resident”

For the purpose of this agreement \_\_\_\_\_ shall be considered the designated responsible party and hereby agrees to adhere to these admission agreement provisions and voluntarily enters into this agreement with: Astoria Retirement, referred to as the “facility”.

<b>Resident Name</b>	
<b>Date of Birth</b>	
<b>Name of Facility</b>	<b>Astoria Retirement Residences -</b>
<b>Social Security #</b>	

<b>Responsible Party Name</b>	
<b>Address</b>	
<b>Main Phone</b>	
<b>Cell Phone</b>	

Check box if same as “Responsible Party”

<b>Payor Name</b>	
<b>Address</b>	
<b>Main Phone</b>	
<b>Cell Phone</b>	

## Basic Services

- Shared or private resident bedrooms for privacy and comfort, which includes comfortable and suitable bedroom furniture. The resident is also permitted to bring their own furniture. Several baths are offered for resident use to minimize waiting time for use.
- European style dining. Modified diets are provided at the recommendation of the resident physician and with dietary consultation, per resident request or family request.
- Laundry service (excluding dry cleaning charges)
- Cleaning of the resident room a minimum of one time per week or as frequently as needed
- Daily linen changes.
- Transportation arrangements to meet the health and dental needs of the resident. A maximum of one (1) scheduled appointment is covered under basic services. Additional transportation by the facility are subject to an additional charge.
- A planned activity program and transportation to participate in community events/activities.
- Assistance with activities of daily living, i.e. bathing, dressing, grooming, dining skills, mobility tasks, incontinent care.
- Twenty four hour observation, care and supervision as required.
- Bedside care, including tray service, for a maximum of three days for a minor and temporary illness.
- Daily assistance with taking prescribed, non-prescribed, and PRN medications as ordered by the physician.
- Daily monitoring and appropriate reporting to physician and responsible party of resident needs and condition.
- Care for mild cognitive impairment.
- Supportive services arranged per resident assessment, per MD instructions, or per therapist instructions.
- Basic cable service in each resident room.
- The facility does not provide assistance with managing resident monies.

**Total daily rate\* for Basic services: \$**                     

\*The daily rate is multiplied by the number of days of the month to determine the total monthly rate.

\*\*We do not accept SSI residents.

---

**Signature**

---

**Date**

The facility shall provide safe, healthful living accommodations and services. The facility maintains the right to thoroughly clean the resident's room in order to satisfy all regulatory standards. No structural or physical changes (including installation or changing of locks shall be made by the resident or the responsible party without the approval of the facility licensee/administrator.

**The facility will provide a  private room.**

The facility reserves the right to change a resident's room should circumstances of health needs, mental or physical well being, of themselves or other residents are better served.

The fee for the above basic services is to be paid in advance beginning on the first of the month and due each first of the month thereafter. *If the rent is not received within three (3) days of the due date, a late fee of 3% of the total monthly rate for basic service will be charged.* Payment may be made by check, cash, or credit card (credit card fees apply). Should the facility receive a returned check from

the bank, there will be a \$50.00 charge to cover bank fees and special handling. (Private pay residents only) At the facility discretion, resident charges for services may be required to be paid in cash, money order, or cashier's check if there has been a return of a check for insufficient funds. The facility shall immediately notice the resident, family or authorized representative in writing that all services are now required to be paid in cash and shall begin with the following month's rent/fee for services.

\*\* **Initial here** \_\_\_\_\_ *Initialing here indicates that you understand and accept the facility policy requiring a monthly cash payment due to the facility receipt of a monthly rent/fee check for insufficient funds.*

### **Pre-Admission Deposit**

The facility charges a pre-admission deposit/an assessment deposit. A pre-admission deposit/assessment fee of \$1,000.00 is required to hold a room for 5 days. After the 5 day hold period, or upon move-in (whichever comes first), the daily rate charges will begin and the admission deposit will be applied toward the admission fee of \$500.00 and the first month's fees.

### **Admission Fee**

There is a one-time, non-refundable admission fee of \$500.

### **Optional Services**

Dementia Care: rates vary upon resident's needs      Accept     Decline

Hospice Care: rates vary upon resident's needs      Accept     Decline

### **Third Party Services**

\*\* *All services are paid by the resident or authorized representative at the delivery of service or monthly to the respective billing agency...*\*\*

- Podiatry care arranged at resident expense (if not covered by resident insurance)  
Accept     Decline     **Initial here** \_\_\_\_\_
- Dry cleaning arranged at resident expense (cost will vary depending on the amount and type of dry cleaning)  
Accept     Decline     **Initial here** \_\_\_\_\_
- Incontinent supplies arranged at resident expense\*  
\*Incontinence supplies are charged at a monthly rate or per order.  
Accept     Decline     **Initial here** \_\_\_\_\_
- Additional/supplemental cable service (HBO, Showtime, etc.) arranged at provider cost  
Accept     Decline     **Initial here** \_\_\_\_\_
- Haircuts, colors, perms, manicures, pedicures are arranged at resident cost.  
Accept     Decline     **Initial here** \_\_\_\_\_
- Secured storage for large personals and valuables arranged at resident expense - small storage unit \$125 per month (cost may vary from storage facility to storage facility. Storage facilities

do not bill monthly for storage collection fees. The consumer is expected to make a payment on the first of every month without the benefit of a billed reminder.

Accept  Decline  Initial here \_\_\_\_\_

Daily rate paid by \_\_\_\_\_ Date \_\_\_\_\_  
Signature

It is agreed that monthly optional charges will be billed in arrears and due no later than the 3<sup>rd</sup> of the month. It is agreed that the resident will relocate and be subject to eviction, when, upon the agreement of the facility and physician that an optional service is required and the resident or responsible person refuses such services. Refusal of necessary services to meet resident needs jeopardizes both the resident health and well being and the standards of care adhered to by the facility.

The resident will receive a monthly statement itemizing all separate charges. Reference Health & Safety Code 1569.884 (b)

**PLEASE MAKE YOUR CHECK OR MONEY ORDER PAYABLE TO AND DELIVER:**

<b>TO:</b>	<b>Astoria Retirement Residences</b>	<b>OR</b>	<b>Astoria Retirement Residences</b>
	<b>Oana Abrudan</b>		<b>Ted Abrudan</b>
	<b>1412 Santiago Drive</b>		<b>2209 Alta Vista Drive</b>
	<b>Newport Beach, CA 92660</b>		<b>Newport Beach, CA 92660</b>

---

**Payment is due on the first of every month. You may pay by cash, check, or money order. Please feel free to contact us at any time regarding our services.**

**Third Party Services**

The resident or their responsible party shall be financially responsible for any third party services that are related to the resident’s service plan, including but not limited to ancillary, health and medical services. The facility administrator will arrange for and monitor these services, including but not limited to Home Health Care or ordering required medications through the pharmacy for the resident. The facility shall arrange for medical appointments, re-ordering medications and billing for any third party service such as podiatry, hair care, cable or satellite TV, eye/ear care.

**Late Charges**

A late fee of 3% is charged for any payments made after the 3<sup>rd</sup> of any month. (Private pay residents only)

\*\*Initial here \_\_\_\_\_ Initialing here indicates that you understand and accept the facility policy on late payments.

The resident has the right to refuse to answer the following. Should you wish to not disclose the funding source to the facility, please fill in the blank with the following words: “refuse to disclose”.

My funding source for payment of rent is \_\_\_\_\_.  
(i.e. Private / SSI / government)

\*\*\*Please note: SSI is NOT accepted as payment in full (applies to RCFE)

## Notice of Rate Change

A. If cost of living rates are increased; the resident or authorized representative will be given at least 60 days written notice of change. The written notice must include the amount of the increase, the reason for the increase, and a general description of the additional costs. This does not apply to Optional Services provided under a separate fee-for service agreement. A written notice must 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 must include a detailed explanation of the additional services provided at the new level of care, and must itemize the charges. However, residents whose care is funded by government funded programs may have the basic rate change effective on the operative date of any rate change made in that program without notice.

B. Written notice will be provided to the resident and the 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 charges. **Initial Here** \_\_\_\_\_

C. Written Notice of a general increase will be provided 60 days or more, prior to the increase.

## Daily Rate/Prorate

The total monthly rate set forth in the admission agreement will be charged/prorated on a daily-rate basis upon the resident's possession of the room after the 5 day hold period/move-in/admission date (whichever date comes first). The pro-rated refund is based on the daily rate, provided the resident has given an appropriate 30 day notice in writing to vacate for the departure from the facility during the month. If the resident fails to provide the facility with a 30 day notice in writing to vacate, the facility is not obligated to refund any monies to the resident or the authorized representative. If the resident leaves the facility temporarily, for example, hospitalization, vacation, weekend visit, etc., the monthly rate will remain is NOT prorated. Any optional services are prorated at the discretion of the service provider.

\*\***Initial here** \_\_\_\_\_ By initialing here I acknowledge that daily rate billing will begin at the end of the 5 day hold period, on the 6<sup>th</sup> day, or at the move-in date, whichever comes first.

\*\***Initial here** \_\_\_\_\_ By initialing here I acknowledge that I am obligated to give a 30 day notice to vacate in writing. Failure to notify the facility in writing of a 30 day notice to vacate will result in the loss of any monies that might have been due.

## Refund Policy/Termination of Agreement

Refund policy for this facility is:

- A 30-day notice of termination shall be required for any voluntary termination. No refund will be issued without a written 30-day notice.
- A refund is contingent upon the room being vacated, the property being removed and restored to its original clean condition.
- If a resident is hospitalized, the accounts shall continue to accrue until a 30-day notice has been given and all personal property has been removed.
- If the Department of Social Services orders relocation of the resident, the advance notice requirements are waived.
- If a resident leaves the facility temporarily, a holding rate will be billed at the usual rate, without interruption or adjustment.
- Invoices will be billed on a daily rate basis.w
- Refunds will be prorated on a daily basis
- If resident room or furniture get damage caused by the resident a fee will be charged for repair.

- Death of resident: the Agreement shall be automatically terminated by the death of the resident, whose relatives shall not be liable for any payment beyond that due at the date of death unless agreed to in writing or ordered by the court.

\*\*The Agreement shall be automatically terminated by the death of the resident, whose relatives shall not be liable for any payment beyond that due at the date of death unless agreed to in writing or ordered by the court.

\*\*When the Department orders relocation under the provisions of Section 87701.1 (a), the resident shall not be held responsible for meeting any advance notice requirement imposed by the licensee in the admission agreement. The Licensee shall refund any money to which the resident would have been entitled had notice been given as required by the admission agreement.

\*\*Initial here \_\_\_\_\_ Initialing here indicates understanding of the refund policy.

### **Facility Visiting Policy**

The facility encourages regular visits. Please visit as often as you are able. Normal visiting hours are from 10:00 a.m. to 6:00 p.m. each day. An appointment is not necessary. All residents who leave the facility must be back by 7:00pm, or a late fee will assessed for every hour there after. The facility requests that visitors be respectful of other residents, and visitors. Should you require other visiting times, please contact the facility to arrange a more convenient time. Also, families and friends are invited to attend facility events such as birthday parties, social and community events and holiday celebrations; we encourage and welcome your participation.

The resident may send and receive mail from the facility and is responsible for any postage.

Telephone use is encouraged and is offered at no additional cost for local calls; all long distance calls are at resident expense and are billed at the end of the month.

### **Activities**

A planned activity program, which includes social, spiritual, educational and recreational activities appropriate to the interests and capabilities of our residents, will be offered.

### **Transportation**

The facility shall plan and arrange transportation to meet the residents health needs. The facility requests that the responsible party or family member take the resident to her/his medical appointments whenever possible. The facility agrees to take the resident to a maximum of one (1) scheduled appointments a month, as covered by basic services. A staff escort is provided if needed for an additional cost of \$50.00 per hour.

### **Services**

The services provided by the facility shall be conducted as to continue and promote, to the extent possible, independence and self-direction for all persons accepted for residency. Such persons shall be encouraged to participate as fully as their conditions permit in daily living activities in the facility.

### **Personal Effects**

Valuables to be held in your possession should be documented on a Personal Property Inventory Sheet. The facility shall not be liable for items which are not contained in the inventory. You or your Representative may have access, upon request, to the current inventory. Personal items may be added or deleted from this inventory as needed. The facility shall keep a record of stolen or lost property with a value of \$25 or more. Each loss shall be investigated by Administrator/Licensee or designee. Any loss of over \$100 shall be reported to the police.

## **Personal Physician**

You shall keep the facility informed of the name, address and telephone number of your physician and dentist. The facility shall have the right to consult with physician(s) and/or dentist regarding your health and care, and the facility shall have the right to transfer you to an acute hospital, convalescent hospital, or other level of care when, in the opinion of the physician, such care is necessary.

## **Pets**

The facility supports a “NO PETS” policy. A therapy dog is able to visit the facility. We appreciate your cooperation.

## **Eviction procedures**

The facility, may upon thirty days written notice evict the resident on the following grounds:

1. Non payment of the rate for basic or optional services within ten days of the due date.
2. Failure to comply with local or state law after receiving notice of alleged violation.
3. Inability of the facility to meet the needs of the resident. Based on a post admission assessment or reassessment of the resident’s needs, conducted pursuant to applicable regulations, the licensee/administrator of the facility and the person who performs the assessment determine that the facility is not appropriate for the resident and the resident has been given the opportunity to relocate.
4. Failure of the resident to comply with general policies which are for the purpose of making it possible for residents to live together. Violations such as those listed below would be grounds for eviction as they would preclude optimum care for all residents.
5. Closure or change of use of the facility.

*Upon permission of the Dept. of Social Services, Community Care Licensing, a three-day notice of eviction may be granted for good cause. Good cause exists if the resident is engaging in behavior that is a physical or mental threat to themselves or others in the facility or the resident has developed a health condition that is not allowed by licensing regulation.*

The licensee/administrator of the facility shall, in addition to either serving thirty day notice or seeking approval from the Department of Social Service, Community Care Licensing, and serving three days notice on the resident, notify or mail a copy of the notice to quit to the resident’s authorized representative, if any. Additionally, a written report of any eviction shall be sent to the licensing agency within five 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 resident may be noticed for non payment of monthly agreed upon fee or the resident develops a health condition not permitted in a community care licensed facility or the resident required a skilled nursing level of care or the resident develops a condition not agreed upon at the time of the initial admission agreement or the resident becomes a threat to other residents or staff.

The facility shall provide the authorized representative with a list of alternative facilities and encourage the use of Ombudsman services for any relocation assistance. The resident/authorized representative has the right to appeal any request for relocation prior to the expiration of the relocation notice. The appeal shall be submitted in writing to the licensing office coupled with documentation that substantiates a resident’s continued stay in the residential facility.

## **Termination of Agreement**

This contract may be terminated if:

1. You do not meet the requirements for residency established by state law and the



Department of Social Services regulations

2. You present an immediate physical threat or danger to yourself or others
  3. You have active communicable tuberculosis or another similar communicable disease
  4. You require 24-hour skilled nursing or intermediate care
  5. 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
  6. 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 facility or if you cannot generally benefit from the program of services available at the facility
  7. You refuse to accept services required in order for the facility to meet your needs
  8. You are bedridden as defined by state licensing regulations
  9. You have health care needs that cannot be met at the Facility for reasons such as licensure, design or staffing
  10. Your personal physician has determined that you require services not available at the facility.
- The Agreement shall be automatically terminated by the death of the resident, whose relatives shall not be liable for any payment beyond that due at the date of death unless agreed to in writing or ordered by the court. It is the facility policy to charge the basic room rent on a pro-rated daily basis until all personal clothing, belongings and furnishings have been removed. Advance notice is no longer required to terminate an admission agreement upon the death of a resident.
  - The fees will no longer accrue once all personal property of the deceased resident has been removed from the living unit.
  - An individual authorized by the resident or resident's responsible person, as identified in the Admission Agreement will be allowed to remove a deceased resident's personal property during reasonable hours of 9am-5pm.
  - Astoria Retirement will refund fees paid in advance covering the time after the resident's personal property has been removed from the facility to the individuals or entity contractually responsible for the fees, or if the deceased resident paid the fees, to the resident's estate, within 15 days after the deceased resident's personal property is removed.
  - If fees are assessed while the resident's belongings remain in the living unit after the resident is deceased, Astoria Retirement will provide the deceased resident's responsible person, or other individual or individuals as identified in the admission agreement, written notice of the facility's policies regarding contract termination upon death and refunds within three days of becoming aware of the resident's death

## **Communication Services**

The resident may use the house phone at their discretion: all local calls are free. A telephone log of long distance calls shall be kept and each resident will be responsible for any long distance calls and will be charged at the end of each month. The facility does not impose a time restriction on phone calls. We do ask that each resident be considerate of other residents if they are waiting to use the telephone and try not to exceed a reasonable conversation time of 5 - 10 minutes. The use of the phone must not interrupt the needs of the facility for emergency services use. The resident may also choose to have their own telephone line installed in their room. Any personal telephone installation is done at the expense of the resident is paid at the billed rate of the local telephone service provider.

\_\_\_\_\_ **Initial here** for individual private telephone line only

The resident may also elect to have a cell phone for service. A cell phone is handled at the expense of the resident and not the facility. All cell services are arranged by the resident or the resident



representative and are not the obligation of the facility.

\_\_\_\_\_ **Initial here** for cell service only.

All resident incoming mail is distributed as received. The facility does not place any restrictions on mail deliveries for the residents. The resident may use the facility address to send and receive mail. The resident is responsible for providing the cost of postage for any outgoing mail.

\_\_\_\_\_ **Initial here**

### **Theft and Loss Prevention Program**

The licensee/administrator is required by law to notify new residents, upon admission, of the facility's written policies and procedures regarding the facility's theft and loss prevention program. A copy of the law that sets forth the requirements of this program must be provided to all residents and their responsible party, and upon request to all prospective residents and their responsible persons and is attached at end of this agreement.

I have received a copy of the facility Theft & Loss Policy. \_\_\_\_\_ **Initial Here**

I have received a copy of the Health & Safety Code Sections 1569.152 through 1569.154  
\_\_\_\_\_ **Initial Here**

I agree \_\_\_\_\_ or I decline \_\_\_\_\_ to have my personal property inventoried.

### **Resident's Bill of Rights and Personal Rights**

The licensee/administrator shall advise the resident or responsible person of, and provide a copy of the resident's Bill of Rights and personal rights as required by the Health of Safety Code 1569.261. Those bill of rights and personal rights are attached. Each resident has the right to file a complaint/grievance with the Department or the Ombudsman. Further, the resident has the right to meet privately with any agency that advocates or provides services to the elderly community. The facility shall arrange for a private meeting place within the facility and arrange for translation services (sign or language) if needed. This procedure shall be provided in writing at the time of admission.

**You may contact the Department of Social Services at the following address:**

**Orange Senior Care Local Unit**

**770 The City Drive, Suite 7100**

**Orange, California 92868**

**(714) 703-2840 Fax (714) 703-2868**

**You may contact the Ombudsman at: (714) 479-0107**

If any misleading or inaccurate, or misrepresented information is given to the facility regarding the resident's condition, by the resident and/or his/her responsible party, this agreement shall be rendered null and void at the option of the facility. This incorporation of documents includes but is not limited to, all documents that are included as addendums.

### **Rights of Resident Councils and Family Council**

#### Resident Councils

The licensee/administrator shall advise the resident or responsible person of, and provide a copy of the Rights of Resident Councils and Family Council as required by the Health and Safety Code section 1569.157. Those Rights of Resident Councils and Family Council are attached.

Membership of a resident council is limited to RCFE residents, except at the invitation of resident council. Family members, resident representatives, advocates, long-term care ombudsman program representatives, facility staff or others may participate in resident council meetings and activities at the invitation of the resident council.

AB 1572 requires licensees to:

- Assist residents in establishing and maintaining a single resident council (formerly referred to as resident-oriented facility council) at the request of two or more residents, instead of a majority of its residents.
- Provide a written response within 14 calendar days to written concerns or recommendations of resident councils regarding any action or inaction taken in response to concerns or recommendations.
- Inform resident council members of their right to be interviewed as part of the regulatory inspection process.
- Promote established resident councils by providing information on the council to new residents, as specified.
- Inform in writing new residents and resident representatives, upon admission, of their right to form a resident council when no council is currently established.
- Upon request and with permission of the council, share resident council contact information with the long-term care ombudsman.

### Family Councils

Per 1569.158(c) of the Health and Safety Code, family council “means a meeting of family members, friends, representatives, or agents as defined in Section 14110.8 of the Welfare and Institutions Code of two or more residents to confer in private without facility staff.”

- Provide a written response within 14 calendar days to written concerns or recommendations of family councils regarding any action or inaction taken in response to concerns or recommendations.
- Promote established family councils and to provide notice of the family council and its meetings in routine mailings to family members and resident representatives and to inform family members and resident representatives of the existence of the family council, as specified.
- Inform in writing the resident’s family or resident representative - who are identified on the admission agreement or in the resident’s records - upon admission of a new resident, of their right to form a family council when no council is currently established.
- Upon request and with the permission of the council, to share council contact information with the long-term care ombudsman.

I have received a copy of the Health & Safety Code Sections 1569.157 through 1569.158 and 1569.261 covering Resident’s Bill of Rights and Personal Rights, Rights of Resident Council and Family Council. **Initial Here** \_\_\_\_\_

### **Addendums**

The following indicated addendums are considered part of this contract:

- Complaint Policy
- Permission to Photograph
- House Rules
- Care Plan

### **Advanced Directives**

It is the policy of this facility to ask all prospective residents whether they have executed any advance directives. This includes health care powers of attorney, living wills, or other documents which describe the amount, level or type of health care you would want to receive at a time when you can no longer communicate those decisions directly to a doctor or other health care professional. If the resident has such documents, a copy of said document must be provided to the facility to meet the medical needs of the resident.

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Durable Power of Attorney | <input type="checkbox"/> Conservator of Person |
| <input type="checkbox"/> Conservator of Estate                | <input type="checkbox"/> Do Not Resuscitate    |
| <input type="checkbox"/> Living Will                          | <input type="checkbox"/> Other (specify)_____  |

The PUB 325, YOUR RIGHT TO MAKE DECISIONS ABOUT MEDICAL TREATMENT and Title 22 regulation Section 87469 (b) (c) are attached at the end of this agreement for your review and acknowledgement. Reference Section 1569.74 and 1569.156 CCR.

I have received a copy of these provisions. **Initial Here** \_\_\_\_\_

**Telecommunications Device Notification**

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, that he or she is deaf or hearing impaired, or otherwise disabled should contact the California Telephone Access Program at (1) (800) 806-1191 and ask for assistance in obtaining this equipment and service.

*This section shall not be construed to require, in any way, the licensee to provide a separate telephone line for any resident. A copy of this notification is provided with this admission agreement.*

I have received a copy of this notification. **Initial Here** \_\_\_\_\_

**Legal Action**

Resident understands and agrees that the age, application forms, health history and medical report, personal interview and emergency information records are a part of this agreement. Any material misrepresentation or omission made by resident shall render this agreement void at the option of the facility. Resident agrees to submit updated copies of the above forms from time to time as requested by the facility.

If either party institutes legal action under this agreement, the prevailing party shall receive reasonable attorney’s fees in addition to court and other costs from the losing party.

If any provision of this agreement is found invalid under applicable Health and Safety Code and Title 22, Division 6, Chapter 8, said provision shall become ineffective (due to any changes provided in Title 22 regulation and the Health and Safety Code) without invalidating any provision made in this contract that remains consistent with licensing regulations. The resident and their representative would receive an amended contract upon any changes in law that would require a change in this admission agreement. Upon receipt of an amended contract, the pre-dated admission agreement would become an invalid document. Any changes in this admission agreement must first be submitted to the licensing agency for review and approval.

This agreement gives the resident the right to live in the facility and to have as much freedom and choice regarding life here as possible. However, it does not give the resident the rights of a “tenant” as that term is defined by law. The facility reserves the sole right to provide management of the facility in the best interests of all residents and reserves the right to manage or make all decisions concerning the admission, terms of admission or relocation of other resident’s consistent with State law.

**Alzheimer’s and Dementia Care**

*The Facility does not advertise and promote special care, programming or environments for persons with Alzheimer’s or Dementia.*

## **Hospice Care**

When a resident becomes Hospice, the monthly rate may increase depending on the resident's increased level of care.

## **Relocation and Appeal Notice/Eviction**

The agreement must include an explanation of the resident's right to notice prior to an involuntary transfer, discharge, or eviction, the process by which the resident may appeal the decision, and a description of the relocation assistance offered by the facility.

The resident may be relocated for the following reasons:

- The resident has a health condition that cannot be cared for within the limits of the license.
- The resident requires inpatient care in a skilled facility.
- The resident has a mental or physical condition that poses a health risk and safety risk to other residents in the facility.

Residents may appeal the decision as follows: PER SECTION 87638 RESIDENT REQUEST FOR REVIEW OF HEALTH CONDITION RELOCATION ORDER a resident may request a review and determination of the Department's health condition relocation order by the interdisciplinary team. The resident or representative shall have three working days 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 mail or deliver the request to the Department within two working days of receipt. The Department shall give written notification to the resident or responsible party acknowledging the receipt of the resident's request for review of the relocation order. Notification shall occur within three working days of receipt by the Department of the request for review.

Within ten working days, from the date of the resident's review request, the licensee shall submit to the Department the documentation specified in Section 87638(g) to complete the resident review request. The licensee shall cooperate with the resident or responsible party in gathering the documentation to complete the resident's review request.

The relocation assistance offered by the facility is as follows: The licensee shall contact the Office of the Ombudsman for relocation assistance.

## **Eviction Procedures**

In the event of a notice to quit (eviction notice) services, the resident will be given the following information in the notice (in compliance with HSC 1569.683 SB781): Requirements to be Included in an Eviction Notice – Pursuant to SB 781

- The reasons relied upon for the eviction, with specific facts to permit determination of the date, place, witnesses, and circumstances concerning those reasons.
- The effective date of the eviction. (This will be the date of termination, i.e., the expiration of the 30-day or 3-day period. The licensee will document the date the eviction notice is served and the end of the notice period.)
- Information about resources available to assist the resident in identifying alternative housing and care options, including public and private referral services and case management organizations.
- Information about the resident's right to file a complaint with the CDSS regarding the eviction, with the name, address, and telephone number of the nearest office of community care licensing and the State Ombudsman.

- A statement that informs the resident that the licensee cannot evict a resident who remains in the facility after the effective date of the eviction unless the licensee files an unlawful detainer action in superior court and receives a written judgment signed by a judge.
- A statement that if a licensee pursues an unlawful detainer action, the resident must be served with a summons and complaint.
- A statement that the resident has the right to contest the eviction in writing and through a hearing.

**Acceptance of the terms of this agreement**

*Indemnity:* The resident and/or responsible party agrees to indemnify and hold management, the facility and owners of the facility harmless from any and all liabilities arising from the resident and/or responsible party’s failure to comply with any terms of the agreement.

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

- Permission is given to allow the Dept. of Social Services, Community Care Licensing to review any and all records kept by the facility, as well as to inspect my room during their visits.
- No medication, vitamin or food will be brought into the facility without staff knowledge.
- Report any change in health status which would affect the other residents or staff.

I have read and understand all of the preceding pages.  
I agree to all of the terms of this agreement.

\_\_\_\_\_  
**Resident**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Administrator or Facility Representative**

\_\_\_\_\_  
**Date**

## ARBITRATION AGREEMENT

By signing below, you agree that any and all claims and disputes arising from or related to this Agreement or to your residency, care or services at the Community, whether made against Astoria Retirement Residences or any other individual or entity, including without limitation, personal injury claims, shall be resolved by submission to neutral binding arbitration in accordance with the Federal Arbitration Act; except that any claim or dispute involving unlawful detainer proceedings (eviction) or any claims that can be brought in small claims court shall not be subject to arbitration unless both parties agree to arbitrate such proceedings. 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 administered by the Judicial Arbitration and Mediation Services ("JAMS") and shall be conducted in Orange County, California by a single neutral arbitrator selected by JAMS, unless otherwise mutually agreed. In reaching a decision, the arbitrator shall prepare a written decision that includes findings of fact, the reasons underlying the decision, and conclusions of law. Each party shall bear its own costs and fees in connection with the arbitration. You may withdraw your agreement to arbitrate within thirty (30) days after signing this Agreement by giving written notice of your withdrawal to Astoria Retirement Residences.

This arbitration agreement binds all parties and their spouses, heirs, representatives, executors, administrators, successors, assigns, managers, and agents as applicable. After termination of any admission agreement between the Community and resident, this arbitration agreement shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

In the event that any part of this arbitration agreement is determined to be unenforceable, the remaining portions of the agreement shall remain valid and shall be enforced by the parties. If JAMS is unable to administer the arbitration in accordance with the terms of this agreement, the parties shall select another arbitration administrator that is able to do so. If no such arbitration administrator is available, the parties shall select an arbitrator in accordance with the Federal Arbitration Act. If the Federal Arbitration Act does not permit arbitration in accordance with this agreement, then the matter shall be arbitrated in accordance with state law.

By signing below, you warrant that this paragraph has been explained to you, that you understand its significance, and that you voluntarily agree to be bound by it.

\_\_\_\_\_  
Resident's signature

\_\_\_\_\_  
Date

By virtue of Resident's consent, instruction and/or durable power of attorney, I hereby certify that I am authorized to act as Resident's agent in executing this arbitration agreement.

\_\_\_\_\_  
Legal Representative/Agent's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Community Representative's signature

\_\_\_\_\_  
Date