

ADMISSION AGREEMENT

Note: This admission agreement is a legally binding contract. Please read it in its entirety before signing it and be sure you understand its terms. This facility is a residential care facility licensed by the State Department of Social Services (CDSS). It is a non-medical care facility which is not allowed to provide 24-hour skilled nursing care.

FACILITY INFORMATION

Name of Facility: *Comforts of Home RCFE*
Address: 9823 Gavirate Way 6936 Gloria Dr 6765 Riverside Dr
Elk Grove, CA 95758 Sacramento Ca 985831 Sacramento Ca 95831
Telephone: (916) 897-9628 (916) 329-8151 (916) 376-7755
LIC 347004639 LIC 347005075 LIC 347005640
Name of Licensee: *Maria Kang, LLC.*
Mailing Address: 9823 Gavirate Way
Elk Grove, CA 95757
Telephone: (916) 833-1493

RESIDENT INFORMATION

Name of Resident: _____ Admission Date: _____
Social Security Number (Optional): _____ Date of Birth: _____
Advance Directive: Yes No
Medical Insurance Company: _____
Long-Term Care Company & Policy No: _____
Life Insurance Company & Policy No: _____
Religious preference: _____ Place of worship: _____
Name of clergy or minister: _____ Phone: _____
Medical allergies: _____

Physician and Dentist Information

Name of physician: _____ Name of dentist: _____
Address: _____ Address: _____
Phone: _____ Phone: _____

Financial Responsibility and Emergency Notification

| <i>Responsible Party/Person</i> | <i>Emergency Notification</i> |
|---------------------------------|-------------------------------|
| Name: _____ | Name: _____ |
| Address: _____ | Address: _____ |
| Phone: _____ | Phone: _____ |
| E-mail address: _____ | E-mail address: _____ |

Resident's / Responsible Person's Initials: (____) / (____)

NON-DISCRIMINATION

The facility welcomes all persons in need of its services without regard to age, handicap, race, color, national origin, ancestry, religion or sex and will make no determinations regarding admissions or discharges based upon such factors.

BASIC SERVICES

The following basic services are available to all residents. The services actually provided will be based on the individual's pre-admission appraisal, subsequent reappraisals, and needs and services plan.

- (a) Lodging: x Single Room Double Room
- (b) Food Services:
 - Three nutritious meals daily and between meals nourishment or snack
 - Special diets if prescribed by a doctor
- (c) Hygiene items of general use such as soap and toilet paper
- (d) Washing, drying and ironing of personal clothing; and fresh sheets and bath linens weekly, or more often if needed
- (e) Cleaning of resident's room
- (f) Comfortable and suitable bed and bedroom furniture
- (g) Plan, arrange and/or provide for basic transportation to medical and dental appointments
- (h) A planned activity program including arrangement for utilization of available community resources
- (i) Continuous care and supervision, and observation for changes in physical, mental, emotional, and social functioning. Notification to resident's family, physician, and other appropriate person/agency of resident's needs
- (j) Assistance with bathing, dressing, grooming, toileting, eating, continence, transferring from bed or chair, and other personal needs
- (k) Assistance in meeting necessary medical and dental needs
- (l) Assistance with taking prescribed and over-the-counter medications in accordance with physician's instructions
- (m) Bedside care and tray service for minor temporary illnesses or recovery from surgery

RATE FOR BASIC SERVICES

The monthly rate for basic services is \$ payable in advance on the first day of each month. There is a non-refundable first month's rent for all residents admitted under Hospice. Payments shall be delivered to the licensee or a designated representative of the facility at 9823 Gavirate Way, Elk Grove, CA 95757. Resident will be re-evaluated in 30 days.

This rate: Includes SSI/SSP funds Does not include SSI/SSP funds

Notice to SSI/SSP beneficiaries and their responsible persons:

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 include SSI/SSP benefits.

Resident's / Responsible Person's Initials: (____) / (____)

Notice: This initial rate is subject to a first (30) thirty days re-assessment of the care level of the resident. This is frequently necessary due to inadequate disclosure of the resident's conditions and/or an increase or decrease of care level which only becomes apparent after the resident's admission to the facility (See Notice of Rate Changes).

OPTIONAL SERVICES AND SUPPLIES

From Vendors and Service Providers:

The facility will assist in arranging the following services and supplies for the residents upon request. As much as possible, the vendors and service providers will bill the residents directly. All equipment installations must be discussed with and approved by the licensee in advance, and all related costs will be the responsibility of the residents:

- (Prescription medications
- (Physician's visits
- (Dental services
- (Physical, speech, occupational therapy
- (Podiatrist service
- (Optometrist service
- (Hearing aids
- (Beauty and barber shop (pedicure, hairstyle, haircut, etc.)
- (Hospital bed and/or adjustable bed with remote massager and light switch
- (Private telephone line
- (Private dial-up or broadband internet service
- (Dry cleaning and special-care apparel
- (Diapers and incontinence articles
- (Supplemental food items (not a part of dietary meals)
- (Special Transportation by para-transit, ambulance and other commercial service
- (Others _____

From the Licensee:

The licensee will provide the following optional services desired by the resident:

- | | <i>(Rate)</i> |
|----------|---------------|
| 1) _____ | _____ |
| 2) _____ | _____ |
| 3) _____ | _____ |

Total monthly rate for licensee provided optional services: \$ _____

TOTAL MONTHLY RATE (BASIC & OPTIONAL SERVICES): \$ _____

LATE PAYMENTS. For any payment which is not paid within 5 days after its due date, a late fee of \$ 150 shall be assessed.

NON-SUFFICIENT FUNDS. For each check that is returned for lack of sufficient funds, a NSF fee of \$ 100 shall be charged.

Resident's / Responsible Person's Initials: (____) / (____)

NOTICE OF RATE CHANGES

A rate change can occur when a resident’s level of care or desired services changed, or due to increased operation cost or government funding. If the rate change is reflective of government fund increase, it shall not take effect until the operative date of the change and only after a written notice from the licensee. When it is during the initial first (30) thirty days re-assessment period, it takes effect two (2) days after notice. Thereafter, all rate increases due to a change of the resident’s level of care level will take effect two (2) days after notice. For base rate increases due to a change in the cost of living, a sixty (60) days written notice from the licensee is required.

PRE-ADMISSION FEES POLICY

The facility charges a \$500.00 bed hold and appraisal fee that is applied to the first month’s rent if the resident or resident’s family choose to use our services.

BED-HOLDS/REFUND/PRORATION POLICY

If the resident leaves the facility for a temporary stay in an acute care hospital and/or rehabilitation nursing home, a reduced holding rate for his/her room is \$ 150 per day starting the (4th) fourth day and for a maximum of (7) seven days. After this period, the facility shall not be required to maintain a bed-hold for the resident. It will be at the licensee’s discretion to grant additional bed-hold and at a rate to be agreed upon. This facility will only grant a refund of fee prorated on a daily basis with a written physician report and recommendation for the resident’s permanent departure from the facility during the month. In all other cases, the resident is required to provide the proper (30) thirty days notice except for cause.

ADVANCE HEALTH CARE DIRECTIVES

Our facility respects the rights and wishes of all residents and their decision for health care and emergency care, including the right to accept or refuse medical and surgical treatment, and the right to formulate advance medical directives, such as a living will or durable power of attorney for health care, or comfort care only order (DNR order). As a non-medical facility, we are not allowed to be a health care surrogate decision-maker or accept power-of-attorney for any resident. You are encouraged to provide us with a current advance directive upon admission and when appropriate. However, no one but the resident may make healthcare decisions for him/her if the resident retains or regains competency.

Designated Health Care Surrogate Decision-Maker

Name: _____ Phone: _____
Relationship: _____
Address: _____

RESTRAINT-FREE ACKNOWLEDGMENT

Resident’s / Responsible Person’s Initials: (____) / (____)

In compliance with regulatory mandates, this facility is required to provide a “restraint-free” environment for residents. The resident and his/her responsible party hereby acknowledge that the resident may be exposed to additional risk of fall and/or injury resulting from the elimination of restraint devices. Furthermore, the resident and his/her responsible party expressly release the facility from any liability that may result from injuries sustained as a result of facility’s effort to provide a “restraint-free” environment under the regulatory mandates.

SPECIAL TELECOMMUNICATIONS DEVICES

This facility will provide a special telecommunications device for residents who are deaf or hard of hearing or have other disabling conditions (H&S Sec.1569.159, CCR Sec 87507(b)).

FACILITY VISITING POLICY

There are no set visiting hours, but most visitors come between the hours of 8 *am to 9 pm* every day. We can make reasonable accommodation for visits outside those hours as warranted. The visiting policy for this facility is designed to encourage family involvement and opportunity for family participation in activities at the facility as well as for the peace and quiet enjoyment of all residents.

PETS

Personal pets are not allowed in the facility.

OUTSIDE VENDORS

Residents utilizing the personal service of an outside agency must notify the administrator so that the protocol, guidelines and areas of responsibility can be assessed and discussed. This will include the service of a home health nurse or therapists to ensure that optimal coordination of care can take place.

SMOKING POLICY

Smoking is strictly prohibited in the facility. There is no designated smoking area.

ALCOHOL POLICY

This facility does not serve alcoholic beverages on the premises. No personal consumption of liquor is allowed in the bedroom or at another quarter. Drunkenness is strictly prohibited in the facility at any time.

MEDICATION SAFETY

Medications will be centrally stored, locked and monitored by facility staff unless arrangements have been made with the administrator. This includes prescribed, PRNs and over-the-counter medicines.

THEFT AND LOSS PREVENTION PROGRAM

Resident’s / Responsible Person’s Initials: (____) / (____)

This facility does not encourage residents to bring any expensive jewelry or valuable articles to the facility. We shall make every reasonable effort to safeguard the resident's property and valuables that are in the possession of the resident. However, the resident acknowledges that the facility may most effectively safeguard the personal property of the resident only if the facility has possession of and control over such property. The resident is required to provide his/her own safe or secure storage for the valuables. The facility has implemented a formal theft and loss prevention program. The resident acknowledges the receipt of the *Theft and Loss Law* and *Theft and Loss Policy* (Attachments 1 and 2).

HOUSE RULES

This facility establishes house rules to ensure the optimum care and peaceful enjoyment of all residents. Violation of the rules can be grounds for eviction. The resident acknowledges the receipt of the *House Rules* (Attachment 3).

PERSONAL RIGHTS

All residents are to be accorded dignity in all relationships and to be in a safe, healthy and comfortable environment (H&S Sec. 1569.885(d), CCR Sec. 87468). The resident acknowledges the receipt of a copy of *Personal Rights* (Attachment 4).

EVICITION PROCEDURES

- A. The licensee/administrator of the facility may, upon thirty (30) days written notice to the resident for one or more of the following reasons:
- 1) Nonpayment of the rate for basic and/or optional services within ten (10) days of the due date;
 - 2) Failure of the resident to comply with state and local law after receiving written notice of the alleged violation;
 - 3) Inability of the licensee to meet the resident's needs. Based upon a reassessment of the resident's needs conducted pursuant to applicable regulations, the licensee/administrator of the facility and the person who performs the assessment may determine that the facility is not appropriate for the resident;
 - 4) Change of use of the facility;
 - 5) Failure of the resident to comply with the written general policies of the facility which are for the purpose of making it possible for residents to live together ("House Rules").
- B. The licensee/administrator of the facility may, upon obtaining prior written and/or documented telephone approval from the licensing agency, evict the resident upon three (3) days of written notice to quit upon a finding of good cause. Good cause exists if the resident is engaging in behavior which is a threat and/or physical health or safety of himself/herself or to others in the facility.
- C. 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

Resident's / Responsible Person's Initials: (____) / (____)

reasons relied upon for the eviction with specific facts to permit determination of the date, place, witnesses, and circumstances.

Licensing's Authority to Relocate

1. The licensing agency has the authority to relocate residents for "prohibited health conditions" if it provides written notice to the resident and the licensee (H&S Sec. 1569.54(b)(1), CCR Sec. 87637.
2. If the resident poses immediate danger to self or others, the licensing agency reserves the right to relocate the resident, without notice, after contacting the resident's physician (H&S Sec. 1569.54(a)(2), CCR Sec 87637(7)(A).
3. The licensing agency can close a facility under a temporary suspension order, and all residents can be relocated immediately. (H&S Sec 1569.50 & 1549.54(c), CCR Sec 87223).

Appealing Proposed Transfer or Eviction

1. The resident and resident's representative have the right to file a complaint with licensing about the eviction process or reasons for eviction.
2. The resident or resident's representative can request an independent review by an interdisciplinary team of the licensing agency's relocation order (H&S Sec. 1569.54(b), CCR Sec. 87638).

DEATH/TERMINATION OF AGREEMENT

The agreement will automatically terminate at the death of the resident. The resident and his/her responsible party will not be liable for any payment beyond that due at the date of death unless agreed to in writing or ordered by the court. *Resident or resident's family will still be billed per day for items left in room after death or vacating the room. Resident or family must give written 30 day notice if wanting to cancel services.

HOSPICE

The hospice rate for this facility is _____ per month. Hospice is defined by either failure to thrive or a physician's determining that the resident is in need of palliative care and/or hospice care. It is a set fee and is **non-refundable**. Hospice status nullifies any prior or current contract pages 1 and 2 if the resident is not already on hospice and a new dated signed copy of pages 1 and 2 are required, reflecting the hospice change in rate.

MISCELLANEOUS

California Code of Regulations, Section 87455, addresses the admission requirements. The licensing agency has the right to perform inspection duties and examine resident records under Section 87755.

Inspection Authority

The Department or licensing agency shall have the authority to interview residents or staff, and to inspect and audit residents or facility records without prior consent. The licensee/administrator will make provisions for private interviews with any resident or staff member, including the

Resident's / Responsible Person's Initials: (____) / (____)

ATTACHMENT 1

Theft and Loss Law

1569.152. (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 then 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.

1569.153. 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 written request of the resident, the resident's family, a responsible party, or a person acting on behalf of a resident.

Resident's / Responsible Person's Initials: (____) / (____)

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 not 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 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 residents' 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 areas upon request.

(k) A copy of this section and Sections **1569.152** 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 procedures 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.

1569.154. 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 2

Theft and Loss Policy

The administrator is responsible for the overall monitoring and implementation of the Theft and Loss Procedure.

Training

All employees shall undertake an orientation program within 90 days of employment which shall include a review of the facility's theft and loss policy and procedures.

Upon Admission

Upon admission, the administrator or a designated staff member will make an inventory of the resident's personal property *utilizing Form LIC 621*. The resident and administrator will initial to acknowledge and approve the inventory list which will be kept in resident's personal folder.

During the resident's stay

Residents are asked to update the inventory when items are removed or brought into the facility to ensure that an accurate record is kept of all items retained in the facility. The facility cannot be liable for items which lack documentation and/or are not on the inventory list. A copy of the current inventory shall be made available upon request to the resident, responsible party, or other authorized representative.

Upon Discharge

The facility shall inventory and surrender the resident's personal effects and valuables upon discharge to the resident or authorized representative in exchange for a receipt. This receipt is a portion of the inventory form.

Death of the resident

In the event of the death of a resident, all personal property belonging to the resident will be locked and secured in his or her bedroom until they are turned over to the coroner and/or responsible party. In addition, the facility will provide immediate written notice to the public administrator of the county upon the death of a resident without a representative or known heirs as specified by Sec. 1145 of the California Probate Code.

Inventory and identification

All personal property will be carefully inventoried by description, size and other distinguishing characteristics. Marking and labeling will be used judiciously so as not to deface or devalue the articles.

Theft and Loss

Resident's / Responsible Person's Initials: (____) / (____)

Any suspected theft or loss must be reported to the resident assistant or the administrator immediately. Staff members will then conduct a search for the missing item(s) promptly.

Investigation procedure form (Use Form LIC 9060)

The documentation shall include, but not be limited to, the following:

1. A description of the article;
2. The article's 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.

Reporting (incl. law enforcement agency)

The administrator shall document all losses of \$25.00 or more in value within 72 hours of the theft/loss discovery. The proper law enforcement agency must be notified within 36 hours when the current value of the stolen property is \$100 or more.

A resident will always preserve the right to report the incident to law enforcement or another agency at any time. The administrator will conduct an independent investigation of the theft or loss and give a copy of the report to the resident and responsible party. Copies of the theft/loss report and investigation procedure form will 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. These records need only be provided for the prior twelve months.

Central locked box

This facility *does not* maintain or assume responsibility for providing a central locked box for the storing or securing personal articles of the residents. The facility does not accept residents' funds for safekeeping nor maintain a resident trust account.

Security and individual locked boxes

Individual personal property is kept separately in each quarter or bedroom. Each resident's clothes are laundered separately, and stored in personal dressers. Upon request, the facility shall make locks available to secure the resident's bedside cabinet or other suitable space located in the resident's room. This will be provided at the expense of the resident or responsible party.

Review and Update: At least semi-annually, the facility will review its *Theft and Loss* policies and procedures, taking into consideration specific losses and loss investigations. It will document its efforts to control theft and loss.

ATTACHMENT 3

House Rules

Violation of below rules can be grounds for eviction as they will preclude the optimum care and peaceful enjoyment of all residents.

1. Verbal or physical abuse of other residents and/or staff members.
2. Visitors (incl. family members) who are abusive or upsetting to the general resident population.
3. The use of profanity or offensive language.
4. Willful destruction of personal and/or facility property.
5. Violent or anti-social behavior.
6. Self-inflicting injuries and/or threatening to harm oneself or others at the facility.
7. Refusal to practise general hygiene such as frequent bathing, oral care, clean clothing, etc.
8. Refusal to store prescribed and over-the-counter medications in a secured and locked location (to prevent errors or other mishaps).
9. Non-compliance with physician orders which threaten the safety and well being of the general facility population (e.g., refusal to treat an infection).
10. No hard liquor is to be consumed inside the facility. Drunkenness is strictly prohibited in and about the facility at any time.
11. Use and possession of illicit drugs is strictly prohibited.
12. No smoking is allowed in the bedroom or any part of the facility.
13. Do not use the facility telephone unless permission is sought and given by a staff member.
14. Respect each other's space. A resident shall not enter another resident's room without invitation or expressed permission.
15. The volume of television, stereo components, etc. must be lowered after 9 pm. Privacy headphones may continue to be used.
16. No visitors are allowed behind locked doors, except for family members, medical personnel, social worker or an authorized party.
17. Do not leave the front, side, rear and all exterior doors unlocked especially at night (This is for the protection of life and property of everyone at the facility).
18. Changed health conditions requiring care and staffing levels which are not available at the facility.

ATTACHMENT 4

Personal Rights

Resident's / Responsible Person's Initials: (____) / (____)

1. **All Facilities.** *Each person receiving services from a community care facility and/or a Residential Care Facility for the Elderly shall have rights which include, but are not limited to, the following:*
 - a. To be accorded dignity in his/her personal relationships with staff and other persons.
 - b. To be accorded safe, healthful and comfortable accommodations, furnishings and equipment to meet his/her needs.
 - c. To be free from corporal or unusual punishment, infliction of pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse, or other actions of a punitive nature, including but not limited to: interference with daily living functions, including eating, sleeping, or toileting; or withholding of shelter, clothing, medication or aids to physical functioning.
 - d. To be informed, and to have his/her authorized representative, if any, informed by the licensee of the provisions of law regarding complaints including, but not limited to, the address and telephone number of the licensing agency's complaint unit, and of information regarding confidentiality.
 - e. To be free to attend religious services 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.
 - f. To leave or depart the facility at any time, except for house rules for the protection of clients or for minors and others for whom legal authority has been established.
 - g. Not to be locked in any room, building, or facility premises by day or night.
 - h. Not to be placed in any restraining devices without advance approval by the licensing agency.

2. **Residential Facilities.** *In addition to (a) above, each person provided services by a residential facility should have and may exercise the following rights:*
 - a. To visit the family with his/her relatives or authorized representative prior to admission.
 - b. To have his/her relatives or authorized representative regularly informed by the facility of activities related to care and supervision including but not limited to modifications to needs and services plan.
 - c. To have communications to the facility from his/her relatives or authorized representative answered promptly and completely.
 - d. To be informed of the facility's policy concerning family visits and other communication with clients. This policy shall encourage regular family involvement and provide ample opportunities for family participation in activities at the facility.
 - e. To have visitors, including advocacy representatives, visit privately during waking hours, provided such visitations do not infringe upon the rights of other clients, unless prohibited by court order or the authorized representative.
 - f. To wear his or her own clothes, to possess and control his/her own cash resources, to possess and use his/her own personal items, including his/her own toilet articles.
 - g. To have access to individual storage space for his/her private use.

- h.* To have access to telephones, to make and receive confidential calls, provided such calls do not infringe on the rights of other clients and do not restrict availability of telephone in emergencies.
- i.* To mail and receive unopened correspondence unless prohibited by court order or by the authorized representative and for children to have ready access to letter writing materials and stamps.
- j.* To receive assistance in exercising the right to vote.
- k.* To receive or reject medical care or health-related services, except for minors and others for whom legal authority has been established.
- l.* To move from the facility in accordance with the terms of the admission agreement.

ATTACHMENT 5

Procedures for filing Confidential Complaints

The Right to file a Complaint

As a resident, family member, friend or legal representative, you have the right to file a complaint with Calif. Dept. of Social Services/Community Care Licensing Division (CCLD) about your concerns regarding care, staffing, food, the safety of the environment and treatment of residents.

When to file a Complaint?

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, 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 patterns of problems.

Rights as a Complainant

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 free from threats or retaliation by the facility.

Where to file a Complaint?

Call, write or fax the nearest CCLD or Ombudsman Services of Northern California.

Name: _____, LPA

Address: **Dept. of Social Services/CCLD**
2525 Natomas Park Drive,..
Suite 270, MS 19-35
Sacramento, CA 95833

Tel: (916) 263-4700

Fax: (916) 263-4744

Ombudsman Services of Northern California

Tel: (800) 231-4024

(916) 376-8910

Resident's / Responsible Person's Initials: (____) / (____)