

OAKDALE OF LA MESA

RESIDENCY AGREEMENT

Licensed To:

**Lake Murray Holding LLC
5740 Lake Murray Blvd.
La Mesa, CA 91942**

Telephone: (619) 464-6801

RCFE License # 374602778

OAKDALE OF LA MESA
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RESIDENCY AGREEMENT

This Agreement is made between Lake Murray Holding LLC., a California limited liability company doing business as Oakdale of La Mesa ("Oakdale of La Mesa" or the "Community") and _____ ("you" or "Resident(s)"). (If more than one resident is signing this Agreement, these terms refer to each of you individually and to both of you together.)

This Agreement is effective as of: _____.

Oakdale of La Mesa operates the Community, located at 5740 Lake Murray Blvd., La Mesa, California, as a Residential Care Facility for the Elderly ("RCFE") by the California Department of Social Services ("DSS"). The Community offers residency, care and services to qualified persons aged 60 and older and their spouses. The Community is operated on a non-discriminatory basis and affords equal treatment and access to services to all eligible persons.

The purpose of this Agreement is to provide a statement of the services the Community will furnish to you and a description of the legal obligations Oakdale of La Mesa will assume. This Agreement also sets forth your legal obligations to Oakdale of La Mesa, both financial and non-financial.

Please note that as a residential care facility for the elderly, the Community is not permitted to use restraints on its residents, and the use of restraints is inconsistent with our philosophy. We encourage residents to participate in physical activities to the extent of their capabilities. Thus, falls and other personal injuries will occur from time to time. In the event of a fall resulting in a hit to the head, 911 will be called. If you are not comfortable with this type of environment, we suggest that you consider a higher level of care.

I. RESIDENTIAL CARE AND SERVICES

A. RESIDENTIAL SERVICES

Oakdale of La Mesa will provide you with the following Residential Services, subject to this Agreement. These services are included in your Monthly Fee unless otherwise indicated. Charges for services not included in your Monthly Fee are set forth in **Appendix B**.

1. Living Accommodations

a. Your Apartment. You have chosen to live in Apartment #_____ ("your Apartment"). You will have a personal and non-assignable right to live in your Apartment on a month-to-month basis, subject to the terms of this Agreement and the rules and regulations at Oakdale of La Mesa, as amended from time to time. A copy of the current House Rules is attached as **Appendix D** and Resident has been provided a copy of the Resident Handbook.

b. Utilities. Your Apartment will be provided with water, heat, electricity, air conditioning and telephone and cable television hook-ups. You must maintain a working telephone in your Apartment and you will be responsible for all telephone service in your Apartment, and all local and long distance charges. We do not install wall-mounted televisions and do not permit TV dishes to be mounted on the exterior of the building.

c. Furnishings. You may furnish your Apartment with your own furniture and use your own minor appliances and special equipment, provided that the Community's safety standards are met. Oakdale of La Mesa reserves the right to limit the number and type of furnishings in your Apartment, if they present a safety hazard. Members of the Community's staff must inspect and install all electrical appliances that you use in your apartment. At your request, Oakdale of La Mesa will furnish you with basic furnishings at an extra charge as listed in **Appendix B**. You or your representative will be responsible for removing all furniture, appliances, and special equipment from your Apartment when your Apartment is vacated.

d. Modifications of Your Unit. All modifications to your Apartment require the prior written approval of the Community's Executive Director or his/her designee (the "Executive Director") and shall be made at your own expense unless otherwise required by law. You or your representative will be

responsible for restoring the original decor when your apartment is vacated, unless Oakdale of La Mesa specifically exempts you from this requirement in writing.

e. **Maintenance and Repairs.** Oakdale of La Mesa will make all necessary repairs to your Apartment at its own expense, except that Oakdale of La Mesa may charge you for repairs related to damage for which you are responsible in accordance with the terms of this Agreement. You will be responsible for maintaining and repairing your personal property.

f. **Common Areas.** You are welcome to use all common areas at the Community, along with other residents of the Community.

g. **Meals.** Oakdale of La Mesa will make available to you three (3) nutritionally-balanced meals per day which will be served in the Community's dining rooms, as well as daily snacks. The Community will accommodate standard no-added-salt and no-concentrated-sweets diets at no additional fee. We will also attempt to support residents who self-monitor other dietary needs. Oakdale of La Mesa will provide limited temporary tray service to your Apartment after returning from hospitalization, not to exceed three (3) consecutive days, at no extra fee. During other times, optional tray service will be provided to you at your request for an extra charge as set forth in **Appendix B**. Guest meals are available for an extra charge as set forth in **Appendix B**. Oakdale of La Mesa requests at least four hours' notice of all requests for tray service and guest meals.

h. **Housekeeping and Laundry.** Oakdale of La Mesa will provide routine weekly light housekeeping services to your Apartment. There are washers and dryers on the premises for you to perform your personal laundry. Bed making, laundry services and additional housekeeping services, as needed or requested, are available for an additional fee as set forth in **Appendix A**.

i. **Maintenance of Common Areas and Grounds.** Oakdale of La Mesa will maintain all common areas and grounds at the Community.

j. **Activities.** Oakdale of La Mesa offers various social and recreational activities at the Community. Programs and activities will vary depending on requests and needs of the residents. You are welcomed and encouraged to participate in such activities as you desire. Certain events may involve an extra charge to cover the cost of the event.

k. Safety and Security. Oakdale of La Mesa provides safety and security features at the Community, including a 24-hour call system, smoke or heat detector, and sprinkler system in each Apartment. All residents are encouraged to sign the resident logbook when leaving and returning to the Community. Visitor sign in/out procedures are in place. When staff at Oakdale of La Mesa determines that, in its judgment, an emergency situation exists, staff will call 911. Staff will endeavor to provide the emergency responders with a copy of any advance health care directive that you provide to Oakdale of La Mesa and endeavor to call the responsible party after 911 has been called. All medications including over the counter medications must be kept in locked storage at all times.

l. Assistance. You will also receive the following forms of assistance, as needed:

i. Arranging your transportation to medical and dental appointments.

ii. Staff response to emergencies and sudden illnesses, including contacting your personal physician and assisting in transferring you to a health care facility, if needed.

iii. Consultations with Oakdale of La Mesa's staff regarding social, financial, or health-related problems.

iv. Assistance with linking you with available community resources.

v. Appointments with outside service professionals offering physical rehabilitation, home health services and physical therapy, as directed by your physician and with your approval. Oakdale of La Mesa will arrange for services, for which you will be billed separately through the outside service agency.

vi. Assistance with making medical and dental appointments.

vii. Observation of your health status to identify and help you respond to your dietary, social and health needs.

m. Additional Services. Other unspecified services requested by you may be offered by Oakdale of La Mesa, in its sole discretion.

n. Transportation. Oakdale of La Mesa will make available scheduled transportation to medical and dental appointments, shopping areas and various social activities. Scheduled transportation within a ten-mile radius of the Community is provided. There is an extra charge for service outside the service

area and for escort services for those who need assistance. Charges for these services are set forth in **Appendix B**.

B. ASSISTED LIVING SERVICES

Oakdale of La Mesa offers assisted living services which are measured and billed according to levels of care, depending on your needs. When you applied for admission, our professional staff performed a comprehensive appraisal of your needs and determined with you that the appropriate care program for you is (check one):

First Resident Name

Second Resident Name

(If applicable)

Assisted Living Care Level: _____

Assisted Living Care Level: _____

Other: _____

Other: _____

Memory Care Level: _____

Memory Care Level: _____

Other: _____

Other: _____

Initials: _____

Initials: _____

These care programs and the current fees for Assisted Living services are further described in **Appendix A** to this Agreement. These fees are subject to change in accordance with Section II.B.4 below. Oakdale of La Mesa will reassess your needs annually or as needed to determine which level of care and care program is appropriate for you. You will receive the services appropriate to your individual needs, as described in this Agreement.

C. OPTIONAL SERVICES

Oakdale of La Mesa offers various optional services at an extra charge, to be billed on a monthly basis. Optional services and current charges are listed in **Appendix B**.

D. EXCLUDED SERVICE

Oakdale of La Mesa shall not be responsible for furnishing or paying for any health care or other items or services not expressly included in this Agreement, including, but not limited to home health, hospice, physician services, nursing services, surgery, hospital care, treatment or examination of eyes or teeth, medications, vitamins, eyeglasses, contact lenses, hearing aides, orthopedic appliances, prosthetic devices, medical supplies, incontinence products, laboratory tests and x-ray services. You are responsible for paying for any of these items and services.

E. PRIVATE DUTY PERSONNEL

To the extent that you need services that we offer, you must use those services offered by us. Although you have the freedom of choosing your personal care provider for those services not offered by us, you cannot hire any of our employees as private duty personnel while in our employ and for one year after being employed by us. Once you have employed private duty personnel, you must provide the Executive Director with the name of the private duty personnel, their employer, if any, and a background, including a TB check, reasonably satisfactory to us.

F. ONE-ON-ONE CARE

If Oakdale of La Mesa determines that you are a danger to yourself or others, the Community may require that you receive one-on-one care and supervision for an additional cost. You or your responsible party will be responsible for entering into a contract and signing it as the responsible payee for the one-on-one service provider. If Oakdale of La Mesa provides the one-on-one care-giver, a fee that will be billed to your account as provided in **Appendix A**, as amended from time to time. Failure to pay the fees on time will result in a thirty-day eviction notice.

G. MEMORY CARE

The Community provides environments, services and programs specific to memory or dementia care, which are described in the Community's plan of operation, which plan is available for review upon request. All medications including over the counter medications must be kept in locked storage at all times.

II. TERMS AND OBLIGATIONS

A. TERM OF AGREEMENT

1. The Agreement shall be month-to-month and may be terminated as set forth in Section II.E. below.

B. FEES

Payable in advance by the first (1st) day of each calendar month. Your rights to occupy and use your Apartment and to receive services at the Community are contingent upon your timely payment of your Monthly Fee and all other fees under this Agreement. Your initial Monthly Fee is:

First Resident :

Fee for Residential Services \$ _____
Fee for Care Level ____ : \$ _____
Recurring Initial Optional Service Fees:
A. Parking: \$50/month ☐
B. Laundry: \$50/month ☐
C. Other: \$ _____
Subtotal Recurring Optional Svcs: \$ _____

Total Monthly Fee for First Resident: \$ _____ **Initials**

Second Resident (if applicable)

Fee for Residential Services \$ _____
Fee for Care Level: \$ _____
Recurring Initial Optional Service Fees:
A. Parking: \$50/month ☐
B. Laundry: \$50/month ☐
C. Other: \$ _____
Subtotal Recurring Optional Svcs: \$ _____ **Initials**

Total Monthly Fee for Second Resident: \$ _____

Total Monthly Fee for Both Residents (if applicable): \$ _____

One-Time Fee(s): \$ _____

2. **Community (Pre-Admission) Fee.** The Community acknowledges receipt from Resident for payment of \$ _____, as a one-time pre-admission Community Fee, which is due on the Date of Occupancy.

- (a) The Community Fee defrays the costs we incur associated with:
- The administrative cost of processing your application, your admission and move-in to the Community;
 - Conducting an in depth pre-admission assessment;
 - Processing all administrative documentation, including state-required health forms;
 - Orienting Resident to the Community, staff and house rules;
 - Costs of the activities program, food service and transportation services.
- (b) Fee Refund Policy:
- Should you decide not to enter the Community before the Community performs an assessment to determine your service needs, the Community Fee is entirely refundable.
 - Should you decide not to enter the Community after we have performed an assessment, you will be entitled to a minimum refund of 80% of the Community Fee in excess of \$500.
 - If you move from the Community or terminate this Agreement for any reason during the first month of residency, you will be entitled to a minimum refund of 60% of the Community Fee in excess of \$500.00.
 - If move from the Community or terminate this Agreement for any reason during the second month of residency, you will be entitled to a minimum refund of 40% of the Community Fee in excess of \$500.00.
 - If you move from the Community or terminate this Agreement for any reason during the third month of residency, you will be entitled to a minimum refund of 30% of the Community Fee in excess of \$500.00.
 - After three months of occupancy, the Community Fee is entirely non-refundable.

3. **Fees for Optional Services.** Current fees for optional services at the Community are listed in Appendix B.

4. Adjustment to Residential Services Fees. Oakdale of La Mesa may increase the rate for Monthly Residential Services Fees upon sixty (60) days' written notice to you. In the event of a rate increase, the Community will include with the notice the amount of the increase, reasons for the increase and a general description of the additional costs that the Community has incurred that led to the increase. No notice will be required if a fee change results from a change in the optional services you request.

5. Adjustment to Care Level Fee:. Consistent with licensing requirements, Oakdale of La Mesa may modify the scope and/or frequency of assisted living services provided to you under this Agreement without advanced notice in response to a reappraisal determining the need for a change in the amount of care provided to you. In the event of a change in your care needs that results in an increase in the level of care and therefore a rate increase, the rate increase will take effect immediately and we will notify you or the responsible person of the change. If the change is effective on a day other than the first day of the month, the charges for Assisted Living (care) services will be prorated on a daily basis. Thereafter, the new rate will be due on the first day of the month. Also note that care fees will continue to be billed even if the resident is not physically residing in the community through the end of the 30th day of absence.

6. Failure to Make Payments. You will be required to pay all fees due to the Community in a timely manner by check or money order mailed to the Community or delivered to the Community's business office. The Community will assess you a late charge in the amount of \$100 on all delinquent payments made after the fifth (5th) day of each month. You will receive a monthly statement that itemizes any fees or charges that you have incurred. If your check is not honored for payment, we will assess a service fee of \$35 in addition to any late fees that are assessed.

C. CHANGE IN CARE SERVICES

1. Current Level of Service. You will participate in determining your designated services or care program as long as it is conducive to your safety and well-being, the safety and well-being of other residents, and applicable legal requirements.

2. Assessment/Service Plan. Oakdale of La Mesa will perform an appraisal of your needs annually or as needed, and will invite you and your family to participate (at least annually) in selecting and designing an appropriate care program for you.

3. Change in Services. If Oakdale of La Mesa determines, through an assessment, that you require additional services or a different care program than the one in which you are participating, you agree to the additional services or care program appropriate to your needs. The rate for the new service or care program shall apply immediately. (See **Appendix A** for current fees.)

D. TRANSFERS FROM YOUR APARTMENT

1. Transfer for More Appropriate Care. The Community is licensed as an RCFE and is not designed to provide higher levels of care, such as nursing care, hospitalization, or care for mental or emotional disorders. You may remain at the Community as long as: (a) doing so is consistent with your safety and well-being, the safety, quiet enjoyment and well-being of the other residents at the Community, and all applicable legal requirements, including (but not limited to) licensing requirements, fire safety standards, and appropriate waivers and exceptions from the California Department of Social Services ("DSS"); (b) in The

Community's judgment, your care needs and levels of functioning are consistent with those of other residents and with the staffing levels and care programs at the Community; and (c) your presence does not endanger you or others. If Oakdale of La Mesa determines, in consultation with you, and/or your family and/or your physician, that you are unable to remain at the Community, consistent with these requirements, you will be asked to move from the Community. This Agreement will then terminate. If the Executive Director determines that your continued stay at the Community constitutes an immediate threat to your health and safety or the health and safety of others, and you do not voluntarily transfer to an appropriate outside setting, the Community may be required to provide one-on-one supervision in order to reduce the risk of harm. In such circumstances, you will be billed, effective immediately, for such services at the rates set forth in **Appendix B**.

2. Substitution of Unit. Oakdale of La Mesa may substitute your Apartment with another unit for any reason, including, but not limited to, compliance with any law or lawful order of any authorized public official. If you request an apartment substitution, it will be granted at the Community's discretion. If you move to an apartment that has a higher Monthly Fee than your Apartment, you will be responsible for the difference in fees. Similarly, if you move to an apartment with a lower Monthly Fee, the difference in fees will be credited toward your next month's statement. If you move pursuant to your own request, you will be responsible for all costs associated with the move.

E. TERMINATION

1. Termination by Resident. You may terminate this Agreement at any time, with or without cause, by giving the Executive Director thirty (30) days' prior written notice. You need not cite a specific reason for the termination. In the event of termination due to a health emergency or safety reason, as determined by the Community, you may terminate this Agreement effective fourteen (14) calendar days after Oakdale of La Mesa receives your written notice. You will continue to be responsible for your full Monthly Fee until the thirty (30) or fourteen (14) day period, as applicable, has expired or you or your representative has vacated your Apartment, whichever occurs later. In the unlikely event that the Department of Social Services issues a relocation order, the notice requirement will be waived.

2. Termination by Community

a. On Thirty (30) Days' Notice. The Community may terminate this Agreement at any time on thirty (30) days' written notice to you. The Community shall have a policy of terminating this Agreement, in its discretion, if any of the following events occurs:

- (1) Nonpayment of your monthly Fee within ten (10) days of the due date;
- (2) You fail to comply with a State or local law after receiving written notice of the alleged violation;
- (3) You fail to comply with the general policies of the Community. These policies are described below and in the Resident Handbook; or
- (4) If, after admission, it is determined that you have a need not previously identified and a reappraisal has been conducted pursuant to Section 87587 of Title 22 of the California Code of Regulations, and the person who performs the reappraisal believe that the Community is not appropriate for you.

b. On Three (3) Days' Notice. In addition, Oakdale of La Mesa may, upon obtaining prior written approval from the Department of Social Services ("DSS"), evict you upon three (3) days' written notice to quit. DSS may grant approval for the eviction upon finding of good cause. Good cause exists if you are engaging in behavior which is a threat to the mental and/or physical health and safety of yourself or the mental and/or physical health or safety of others at the Community.

c. Notice. If Oakdale of La Mesa terminates this Agreement under this Section, you and your personal representative (if any) will receive a notice describing the reasons for such termination and the Community

will send to DSS a written report of the termination within five (5) days after the termination. If you so request, we will provide you with assistance in finding an alternative living arrangement.

d. Appeal. If you wish to appeal a termination, you may do so by requesting a review in writing to the President of Oakdale of La Mesa within ten (10) days following the termination notice. The President will schedule a call or meeting with you and your representatives during which you can present reasons why the termination should not occur. The President will then make a final determination which will be provided to you in writing.

e. Termination. Please note that the following conditions, among others, may lead to a reappraisal and a termination of your residency in accordance with Section II.E.2.a.4 above. Termination may occur if:

(i) You do not meet the requirements for residency established by state law and the regulations of the Department of Social Services.

(ii) You present an immediate physical threat or danger to yourself or others.

(iii) You have active tuberculosis or another similar communicable disease.

(iv) You require 24-hour skilled nursing or intermediate care.

(v) You are not elderly and have needs in conflict with other residents or require more care and supervision than other residents.

(vi) You have a primary need for care and supervision that results from dementia (and you are not a resident of our memory care neighborhood) or a mental disorder resulting in ongoing behavior which would upset the general resident group, would require a greater amount of care or supervision than other residents at the Community or if you cannot generally benefit from the program of services available at the Community.

(vii) You are bedridden as defined by state licensing regulations. You refuse to accept services required in order for the Community to meet your needs.

(viii) You have health care needs that cannot be met at the Community for reasons such as licensure, design or staffing.

(ix) Your personal physician has determined that you require services not available at the Community.

(x) If your condition changes so that you are considered a wandering risk or if you are unable to respond to verbal instructions in an emergency. I acknowledge that the Department of Social Services has authority to order my relocation for any of the reasons listed under Section II.E.2.e.(i) - (iv) above:

f. Termination Based On Forfeiture of License or Change of Use of the Community. Oakdale of La Mesa may terminate this Agreement upon forfeiture of our license whether due to closure or otherwise or change of use of the Community in accordance with the provisions of Appendix L.

g. Eviction. In order to evict a resident who remains in the Community after the effective date of the termination, the Community must file an unlawful detainer action in superior court and receive a written judgment signed by the judge. If the Community pursues an unlawful detainer action, you must be served with a summons and complaint. You have a right to contest the eviction in writing and through a hearing. In addition, you may request that the Department of Social Services investigate the reasons given for the eviction notice.

h. Relocation Order. The California Department of Social Services has authority to issue an immediate relocation order under certain circumstances set forth in the RCFE law. In the unlikely event that such an order is issued, Resident will not be held responsible for meeting any advance notice requirement and Resident will receive a refund of any money to which Resident would have been entitled had notice been given as required by this Agreement.

3. Death. This Agreement shall terminate automatically upon your death and the vacancy of the apartment. (If there are two of you, your Monthly Fee will be adjusted to the single occupancy rate upon the death or discharge of the first resident. This Agreement shall then terminate upon the death of the remaining resident.) See Section E.S for refund information.

4. Vacating Apartment. Upon termination of this Agreement, you or your estate shall vacate and remove all of your property from your Apartment. You or your estate shall remain liable for the Monthly Fee until the later of: (a) the effective termination date, and (b) until your Apartment is vacated, all your property is removed from it, and it is left in clean condition with normal wear and tear.

5. Amount of Refund. Within thirty (30) days after your Apartment has been vacated, which is defined as your personal property has been removed from the Apartment and it has been cleaned and all damage repaired, the Community will refund to you or your estate any amounts owing to you from the Community minus: (i) any Monthly Fees, Optional Fees, or other fees or charges you owe to the Community; and (ii) any expense incurred by the Community to remove and/or store personal property that was not removed when you vacated your Apartment. If the sum you owe the Community exceeds your final Monthly Fee, Oakdale of La Mesa will bill you or your estate for the difference. The provisions of this paragraph shall survive the termination of this Agreement.

F. RIGHT OF ENTRY

All apartments at the Community are licensed by DSS under the RCFE law. You agree that any authorized employee or agent of DSS or of Oakdale of La Mesa, or any other authorized government official, shall be entitled to enter your Apartment, review resident records and interview you as necessary for management, housekeeping, emergency, or other reasonable purposes. DSS need not give you notice before entering your Apartment, reviewing records or requesting an interview with residents and/or staff. However, whenever reasonably possible, the Community will give you reasonable notice before entering your Apartment.

G. FAMILY VISITS AND COMMUNICATION

Your visitors are welcome provided they respect the rights of other residents and staff and abide by the policies set forth in the House Rules. All visitors must sign in at the reception desk when entering and leaving the Community. Before any visitor may stay in your Apartment overnight, you must notify the Executive Director. We reserve the right to refuse entry to (1) persons whose actions may be disruptive to the Community, (2) persons whose actions may threaten the safety of any resident or employee, or (3) persons whose presence we reasonably believe could result in liability to us.

H. YOUR PROPERTY AND PERSONAL RIGHTS AND OBLIGATIONS

1. No Management, Property or Security Interest. This Agreement gives you no property right, management interest, or security interest in the Community, or any of their assets. You shall have no right to any of Oakdale of La Mesa personal property, including furnishings and fixtures located in your Apartment or in common areas at the Community. You may not decorate or change common area decor, furnishings or fixtures. Your Apartment decor such as fixtures, wall coverings, flooring and window covering may only be altered with

prior written approval from the Executive Director.

2. Maintenance of and Damage to Your Property. You agree to maintain your Apartment in a clean, sanitary and orderly condition. You shall be responsible for any loss or damage that you or your guests cause to your Apartment or other property of the Community, or to other residents and their property, unless due to ordinary wear and tear.

3. Responsibility For Your Property

a. Liability. The Community will not be responsible for the loss of any of your personal property due to theft, fire, or any other cause. We highly recommend that you obtain, at your own expense, insurance for the full replacement value of your personal property.

b. Removal and Storage. The Community shall be entitled to remove promptly and store all property from your Apartment, at your expense, when you permanently vacate your Apartment. The Community will give you or your estate ten (10) days' written notice of such removal, and will eventually dispose of your property as provided by law, if it is not claimed.

4. Your Personal Obligations. Oakdale of La Mesa will not be responsible for any debts or obligations incurred by you or on your account, except as provided in this Agreement. The Community will also not be responsible for giving you support, maintenance, care, board, or lodging, or any credit toward your Monthly Fee, while you are absent from the Community.

5. Personal and Financial Affairs. You agree to designate an agent ("attorney-in-fact") to manage your personal and financial affairs if you become incapacitated, and to inform the Community of such agent. Neither Oakdale of La Mesa nor any of its employees or agents may be your conservator or agent.

6. Other Residents. You shall have no right to object to or determine the admission, terms of admission, placement, or dismissal of any other resident or non-resident participating in the Community's programs. The Community may enter into agreements with other Community residents that contain terms different from those contained in this Agreement. Despite such differences, this Agreement alone sets forth your rights and obligations with respect to your care and residency at the Community.

7. No Assignment. Your rights and privileges under this Agreement are personal and non-transferable.

8. Advance Health Care Directive. Oakdale of La Mesa recommends that you prepare and execute an advance health care directive appointing an agent to make health care decisions for you if you become unable to make these decisions. In accordance with California law, the Community is providing you with a copy of the DSS publication titled, "Your Right to Make Decisions about Medical Treatment." By signing this Agreement, you acknowledge receipt of a copy of this publication.

I. MISCELLANEOUS

1. Rules and Regulations. You agree to abide by the rules and regulations of the Community contained below and in the Resident Handbook attached as **Appendix D**, as it now exists or as it may be later amended at the Community's discretion. You understand that your failure to abide by such general policies may result in termination of the Agreement by the Community. In accordance with state law, these policies must be reasonable. By signing this Agreement you acknowledge that you have reviewed the Resident Handbook and the general policies of the Community and agree that they are reasonable. The following general policies apply:

a. Residents of the Community must pay all fees and charges that are owing to the Community in accordance with their Residency Agreement when due.

b. Residents may not breach any representation, covenant, agreement or obligation of the Resident under their Residency Agreement.

c. Residents must not be disruptive, engage in illegal conduct, must not create unsafe conditions, and must not be physically or verbally abusive to other residents or staff.

d. Residents must ensure that their family members, guardians, personal representatives or guests are not disruptive, do not create unsafe conditions, and are not physically or verbally abusive to the detriment of the resident, other residents or staff.

If you wish to suggest changes to the general policies of the Community you may do so at any time by notifying the Executive Director.

2. Notices. All notices given under this Agreement shall be in writing and shall be addressed to Oakdale of La Mesa at the administrative offices at the Community or to you at your Apartment. Such notices shall be effective when personally delivered or when deposited in the United States mail, properly addressed and first class postage prepaid.

3. Pets. Residents are permitted to keep a household pet in their Apartment subject to the terms and conditions of the Pet Addendum, attached as **Appendix F** to this Agreement.

4. Entire Agreement. This Agreement is the entire agreement between you and the Community and may be amended only by a written instrument signed by you (or your legal representative) and by an authorized representative of Oakdale of La Mesa.

5. Waiver. The failure of the Community in any instance or instances to insist upon your strict performance or observation of or compliance with any of the terms or provisions of this Agreement shall not be construed to be a waiver or relinquishment of its right to insist upon your strict compliance 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 in Section II.E.2.a.4., 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 Section II.E.2.a.4.

6. Residents' Rights. Consistent with California law, you shall have the rights set forth in the Statement of Residents' Rights, attached as **Appendix E**.

7. Motorized Carts. You may operate a motorized cart at the Community, subject to the conditions and restrictions set forth in the House Rules and **Appendix G**. You agree to operate your motorized cart in a safe manner.

8. Licensing Surveys. A copy of DSS licensing surveys for the past year for the Community will be posted for your review. In addition, copies of licensing reports are available from Oakdale of La Mesa and DSS. (See below and **Appendix E** for the contact information for DSS.)

9. Grievances. If you have a grievance or complaint regarding the Community you may contact the Executive Director at the address and phone number listed above. A copy of the Community's grievance procedure for resolution of resident complaints is available upon request. In addition, you have the right to contact the Long-Term Care Ombudsman at (858) 231-2507 or (800) 231-4024, or DSS, Community Care Licensing at 7575 Metropolitan Drive, #109, San Diego, CA 92108, (619) 676-2319.

10. Telephone Services. For your information, the LIC Form 9158, Telecommunications Device Form, is attached (**See Appendix I**).

11. Theft and Loss. Oakdale of La Mesa's written policies and procedures are attached as Appendix J.

I accept _____ (or) I decline _____ to have my personal items inventoried. (Resident or Representative/Responsible Party's Initials)

I have received a copy of Health and Safety Code Sections 1569.152 thru 1569.154 attached as **Appendix K**. _____ (**Resident or Representative/Responsible Party's Initials**)

12. Mandatory Use of Wandergards for All Memory Care Residents. In order to insure the safety and security of all residents living in Oakdale of La Mesa's memory care community, each resident is required to wear a Wandergard-type bracelet or anklet as a condition of residency.

Governing Law. This Agreement shall be governed by California law.

Having read this Residency Agreement and each of the attachments/appendixes (the "Attachments"), all of which are incorporated by this reference as if fully set forth above the following signatures, the undersigned acknowledge that they understand the rights and obligations created by this Residency Agreement and its Attachments and, by signing below, agree to all of the terms and conditions contained herein and in the following pages.

Oakdale of La Mesa

Resident(s)

Signature

Resident Signature

Print Name: _____

Title

Social Security Number: _____

Second Resident

Resident Signature

Print Name: _____

Social Security Number: _____

Having read and understood this Residency Agreement and each of the attachments/appendixes (the "Attachments") and the obligations created by such documents, the Responsible Person(s) signs this Residency Agreement to undertake to guarantee the obligations of the Resident, including the payment of all fees that the Resident may owe the Community under this Residency Agreement.

Responsible Party

Signature

(Print Name)

Relationship to Resident

Address:

Email Address

Responsible Party

Signature

(Print Name)

Relationship to Resident(s)

Address:

Email Address

APPENDIX A
OAKDALE OF LA MESA DESCRIPTION OF
CARE PROGRAMS AND CURRENT FEES

Assisted Living Services

Assisted Living services are provided for residents who require regular assistance with activities of daily living. Memory Care services are provided in our delayed-egress environment for residents who require memory care assistance and support. The fees for Assisted Living and Memory Care services are added to the Monthly Fee for Residential Services. Your specific service plan will be developed by a member of the Community's care team, in consultation with you and your family. Whenever appropriate, care services will be provided in your apartment, although the Community reserves the right to require you to move to another unit if the Community determines that your needs cannot be met efficiently or appropriately in your current apartment.

In addition to the services listed in this Agreement and the services provided under "Residential Services" (Section LA), residents may receive one or more of the following services, as needed, for an additional fee:

- a. Assistance with accessing higher levels of care as needed and prescribed by your physician and assessed by a member of the Community's care team. Escort to recreational, social, or religious activities provided on-site.
- b. Assistance with showering or bathing, daily dressing, grooming and other personal hygiene activities.
- c. Housekeeping more than one time per week; laundry services.
- d. Assistance with dining, if needed.
- e. Assistance with your self-administered medications.
- f. Storage and distribution of your medications.
- g. Assistance with toileting activities, as needed.
- h. Nutritional supervision.
- i. Monitoring of your health status.
- j. Assistance with other needs that may be identified in the Resident Appraisal.

Your care and service needs will be determined by the frequency and intensity of your care needs and the type of personal care services you need.

APPENDIX A (continued)
AMENITY SHEET
OAKDALE OF LA MESA
FEES FOR ASSISTED LIVING/MEMORY CARE SERVICES AND
OPTIONAL SERVICES*

Assisted Living/Memory Care Fees (fees are per person):

The Assisted Living and Memory Care Fees are billed on a care level basis. An appraisal of your care needs will be conducted by our care staff using our Resident Appraisal.

The services you will receive are based upon levels of care determined by the Resident Appraisal. The levels of care are as follows:

	<u>C o s t s</u>	<u>P o i n t s</u>
Level I:	\$ 300.00	1 - 59
Level II:	\$ 600.00	60 - 89
Level III:	\$ 900.00	90 - 139
Level IV:	\$ 1,100.00	140 - 189
Level V:	\$ 1,500.00	190 - 219
Level VI:	\$ 2,000.00	220 – 249
Level VII:	\$ 2,500.00	250 – 279
Level VIII:	\$ 2,900.00	280 – 309
Level IX:	\$ 3,300.00	310 – 329
Level X:	\$ 3,800.00	330 - 359

Any points assessed above 359 will be billed at a rate of \$10 per point.

Additional Services and Fees:*

Laundry (One load per week)**	\$ 50.00 per month
Laundry (more than one load per week)	\$ 10.00 per load
Key replacement fee	\$ 40.00 per key
Respite stay- Assisted Living (30 day max)	\$ 150.00 per day + Care Prorated

Emergency Pendant Replacement	\$175.00 each
One-on-one care	\$60 per hour, per caregiver
Additional housekeeping	\$30.00 per hour

Second Person Fee	\$700.00 per month
-------------------	--------------------

Medication System Packaging (non-contracted pharmacy): See Appendix Q:

(You may use any pharmacy. However, using a non-contract pharmacy will result in a monthly fee of \$200.00 charged by Oakdale of La Mesa and a \$5.00 per medication per month repackaging fee to a maximum of \$25.00 per month charged to you by the contact pharmacy.)

Parking:	\$50.00 per month/vehicle. Must Maintain Current Registration and CDL filed in the business office.
----------	--

Installation of Additional Grab Bars:	\$50 for 18inch bars \$60 for 24 inch bars
---------------------------------------	---

Supplies: Oakdale of La Mesa may provide linens and towels at cost + 30%.	Cost +30%
--	-----------

Incontinence Supply Program: -- Briefs, wipes, lotion and gloves	Light: \$150 Medium: \$250 Heavy: \$350
---	---

*Prices are subject to change upon sixty (60) days' notice.

**Two loads of weekly laundry and linen service are included for Memory Care residents.

APPENDIX B
Fee Schedule- Additional Available Services

MEAL SERVICES

COST

Tray service to a Resident's apartment	\$ 10.00 per meal
Tray service to a Resident's apartment-Guest Meal	\$ 10.00 tray service plus cost of meal
Guest meal charge:	
Breakfast	\$ 6.50
Lunch	\$ 10.00
Dinner	\$ 10.00

HAIR SALON SERVICES

COST

These prices are set by the provider within the Beauty Shop/Barber Shop. Oakdale of La Mesa does not manage the billing services for this amenity.	See Beauty Salon/Barber Shop for prices.
--	--

PET SERVICES

COST

If you acquire a pet, a non-refundable fee is charged for pets residing in resident apartments. All pet owners are required to have a walking service that walks, feeds, and cleans up after your pet at least twice a day, seven days per week. Oakdale of La Mesa will provide you with names of companies authorized to provide this service. The fee for service is negotiated between the parties. Oakdale of La Mesa does not offer or provide pet care services. Pets must be neatly groomed and given flea treatment monthly and proof thereof must be provided to the business office on the first of each month.	\$ 750.00 for small studio
	\$ 1,000.00 for large studio
	\$ 1,500.00 for one bedroom or suite

TRANSPORATION & ESCORT SERVICES

COST

Oakdale of La Mesa will provide complimentary transportation on a scheduled basis. An additional fee applies for transportation outside of regularly scheduled transportation and/or outside 10 mile range as set forth in the Amenity Sheet. For memory care residents or others who need or wish to be accompanied to appointments, an escort assistance fee is charged,	\$ 80.00 per half hour for transportation outside the range
	\$ 30.00 per half hour (additional) for escort assistance (one escort)

ADDITIONAL FEES

COST

Furniture Rental (Bed, nightstand, Chair, lamps)	\$ 300.00 per month
Late Payment Fees	\$ 100.00 per occurrence
Concierge Services (one-on-one companion, medication pick-up at outside pharmacy, dry cleaning pick-up, etc.)	\$ 30.00 per half hour
Replacement of bathroom door with folding door	Community's cost plus 30%
Rescreen of sliding door	\$100.00

The above fees are basic charges listed as per person per month, unless specified otherwise. A specific schedule of service delivery is provided in the Residency & Services Agreement. Fees are subject to change upon sixty (60) days' notice by the Community to you.

APPENDIX C

**CONSENTS AND
HEALTH INFORMATION AUTHORIZATION**

EMERGENCY CARE

I/We give permission to Oakdale of La Mesa to obtain for the Resident(s) any needed medical care in case of medical emergency.

Signature of Resident

Date

Signature of Second Resident

Date

PHOTO RELEASE

I/We consent(s) that his or her name or picture may be used by Oakdale of La Mesa in marketing or other materials related to the Community's operations. The Resident(s) further grants the Community a free and unlimited right and permission to use, distribute and publish, for any publicity or advertising purposes by the Community, photographs of the resident, with such additions or alterations as the Community may, in its discretion, authorize.

Signature of Resident

Date

Signature of Second Resident

Date

AUTHORIZATION FOR USE AND/OR DISCLOSURE OF HEALTH INFORMATION

I authorize the use and/or disclosure of my individually identifiable health information ("Health Information") by Oakdale of La Mesa (the "Community") in the manner described below. I understand that this authorization is voluntary. I also understand that if the person or organization I authorize to receive the information described below is not a health plan or health care provider, the released information may no longer be protected by federal privacy regulations.

Persons / Organizations I am Authorizing to Receive My Health Information:

- 1. My health care providers; and**
- 2. Pharmacy designated by me; and**
- 3. Health care professionals treating me; and**
- 4. My insurance company; and**
- 5. [REDACTED]**

(List other individuals that may receive the individual's Health Information)

The Following is a Description of Health Information that May be Used or Disclosed: Services plans, medical history, diagnosis, current medical status, discharge summary, physician notes, prescription information, dental history, durable medical supply use, dietary notes, activity notes, insurance carrier, plan and insurance number, medical appointments and providers, diagnostic tests and results and (list any additional):

_____	_____
_____	_____
_____	_____
_____	_____

The information described above will be used to coordinate my care with my health care providers, provide the appropriate care services at the Community and assist me in obtaining needed health services. There will be no financial compensation received by the Community, its staff, or employees in exchange for disclosing my Health Information as described above.

This Authorization will expire upon the termination of my residency at the Community. I may revoke this Authorization at any time by notifying the Executive Director in writing. If I choose to revoke this Authorization, I understand that it will not have any effect on any actions taken by the Community before it received my revocation. I also waive all claims against the Community for the release of Health Information requested by persons or organizations described above in this Authorization.

You or your Responsible Person(s) must read and initial the following statements:

- | | Initials |
|---|-----------------|
| 1. I understand that I may refuse to sign this Authorization and that my refusal to sign will not affect my ability to obtain services. | _____ |
| 2. I understand that I may see and copy the information described on this form if I ask for it, and that I can obtain a copy of this form after I sign it. | _____ |
| 3. I understand that this authorization will expire upon the termination of my residency at the Community. | _____ |
| 4. I understand that I may revoke this authorization at any time by notifying the Executive Director of the Community in writing, but if I do, it will not have any effect on any actions taken by the Community before it received the revocation. | _____ |
| 5. I understand that by signing this Authorization I am waiving all claims against the Community for the release of requested information. | _____ |

By signing below, I hereby evidence my agreement to the provisions of this Authorization form.

Signature of Resident/Responsible Party	Date
---	------

Signature of Resident/Responsible Party	Date
---	------

Relationship to _____

Documentation Attached:

- | | |
|---|--|
| <input type="radio"/> Power of Attorney | <input type="radio"/> Healthcare Power of Attorney |
| <input type="radio"/> Legal Guardianship | <input type="radio"/> Executor / Administrator of the Estate |
| <input type="radio"/> Other Legal Authorization _____ | |

APPENDIX D

HOUSE RULES

Alcohol

Residents may choose to drink alcoholic beverages in their apartments provided that their conduct does not disturb other residents or pose a health and safety risk to themselves or others. The Community may, from time to time, offer alcoholic beverages at special functions. To ensure the safety and well being of our residents and employees, the abuse of alcohol will not be tolerated.

Apartment Alterations/Redecoration

If you wish to redecorate your apartment or to alter it in any way, you must obtain prior approval from your Executive Director. Any costs associated with the alterations will be at your personal expense and must remain should you vacate the apartment. In some instances, you may be responsible for the costs associated with returning the apartment to the original move in condition.

Apartment Keys

An apartment key will be issued to you upon move in and must not be duplicated. Additional or replacement keys can be provided for a fee. Upon vacating your apartment, all keys must be returned to the Front Desk once you all of your belongings have been removed.

Apartment Transfers

If you wish to transfer from your present apartment to another apartment you will be responsible for notifying the appropriate outside organizations of your move, such as the telephone company, cable company and post office, of your move. You will also be responsible for any associated costs that may be incurred as a result of the move. For your convenience, we offer an apartment transfer service and will be happy to assist you in making the arrangements for your move. For further details and costs associated with this service, please see your Executive Director or Maintenance Director.

Carpet Cleaning

In order to maintain the life of your carpet, we schedule carpet cleanings as appropriate. Should you desire to have your carpet cleaned more frequently, we would be happy to provide this service for an additional charge.

Dress & Attire

Residents and guests are requested to dress appropriately when walking about the building and in the common areas of the Community. If you have any questions about appropriate attire, see your Executive Director.

Electric Blankets and Extension Cords

Residents are not permitted to use electric blankets and/or extension cords. If a resident needs an extension cord for some reason, they should contact their Executive Director.

Employee Access to Your Apartment

For housekeeping, maintenance and most importantly, for response to emergency situations, select members of Community management and staff will retain a passkey to allow them access to all apartments. In order to ensure that appropriate personnel have access to your apartment, and to ensure your safety, the installation of additional locks, including bolts and chains, is not permitted. Please be advised that the state licensing agency regulators have the right to enter your apartment should they request to do so during an on-site visit.

Emergency Call System

Assisted Living residents are provided with an emergency call pendant, which is functional 24 hours a day, seven days a week. Your pressing the call button on the pendant will alert a member of our Resident Care team who will promptly respond to your location inside a Community building upon receiving the call for emergency assistance. The pendant does not function outside of a Community building. The emergency call system should only be used in case of true emergencies and not for routine services such as room tray pick up or escorting to and from meals and activities.

Extended Leaves & Vacation

Please notify the Front Desk if you are planning to be away overnight and inform us of your expected date of return, so we know when to expect you. In the event of an emergency, please also provide us with a telephone number where you can be reached while you are away.

Firearms & Weapons/Flammables & Explosives

This Community strictly prohibits the use, threat of use or storage of any firearms or weapons on the premises or in resident Apartments. Explosives and highly flammable materials such as kerosene, gasoline or paint stripper may not be brought into the Community, except under the direct supervision of Management.

Guest Accommodations

For your convenience, a guest apartment may be available and fully furnished for your guests to enjoy during their stay. For further information regarding availability and daily rates, please check with your Executive Director. Overnight guests are welcome to stay in your Apartment on a short-term basis, provided that you have notified the Executive Director and have obtained prior approval.

Guest Meals

We encourage you to invite family and friends to dine with you and will be happy to accommodate them whenever possible. Prior to dining, guest meals can be paid for at the Front Desk or if you would prefer, charges can be conveniently added to your monthly bill.

Guest / Visitor Log

Visitors are welcome in the community at any time. We ask that they become familiar with signing the Guest Log upon their arrival and with signing out upon leaving the Community. This

register helps ensure the safety of our residents and keeps management and staff aware of who is in the building in case of an emergency or natural disaster.

Heating & Air Conditioning

In an effort to conserve energy and maximize efficiency, please do not operate the heating and air conditioning unit with the windows open.

Motorized Carts

Motorized carts, including motorized wheelchairs and similar motor vehicles (collectively "motorized carts") may be operated on the premises. Residents are responsible for providing the scheduled maintenance and upkeep of the vehicle. Motorized carts must be operated in a safe manner, taking special precautions near doorways, at corners, when approaching pedestrians, backing up, and in other situations that present an additional risk of injury or damage. Your motorized cart must be parked in a designated area outside of the Dining Room during meals. If you require your cart to reach your table, please work with the Community on whether it is appropriate for you to transfer to your seat or whether a different accommodation is appropriate. If you cause any damage or injuries as a result of the use of your motorized cart you shall be responsible for paying for all associated costs, including any costs that the Community needs to incur.

Noise

Our residents desire a calm, peaceful and leisurely living environment. To ensure that this environment is maintained, we request that all residents monitor the volume of their televisions and radios and maintain an appropriate noise level in common areas.

Parking

Parking spaces are adequately provided for our residents and visitors. The Community is not responsible for your vehicle or its contents while parked in our parking areas. A parking fee applies to all resident vehicles on site for more than three days per month, as described in Appendix A.

Payment of Monthly Rates

Monthly statements will be mailed out prior to the end of every month. As set forth in your Residency Agreement, a late fee will be assessed if payment is not received by the date set forth in your Residency Agreement. A fee will be charged for any NSF (non-sufficient) checks received.

Physician Communication

In order to promote your well being, functional independence and quality of life, we will work closely with all other service representatives that are directly involved in your care. For this reason, you must provide us with the name, address and telephone number of your local Primary Care Physician upon moving in to the Community so we can contact them when necessary.

Private Pay Agencies & Caregivers

We realize that there will be times when our residents may need or benefit from outside intervention with the use of a private pay agency or caregiver for services that are not provided by the Community. Privately employed agencies or caregivers, contracted by the resident and/or

responsible party, must abide by the rules established by the Community. Please be advised that Community employees cannot be hired as private duty personnel while in our employment and for one year after being employed by the Community.

Renter's Insurance

We share your concern for your valuable personal property and strongly suggest that you consider renter's insurance to protect you from potential losses. Please be advised that the Community is not responsible for losses to your personal property, whether due to fire, water damage, theft or for any other reason.

Resident In & Out Log

For security reasons and to avoid unnecessary worry regarding your location, we ask that you please become accustomed to signing out in the Resident Log Book when leaving the Community and with signing back in upon your return.

Respect for Others

Residents, their guests and family members, must display respect for others in the Community. Neither verbal, nor physically abusive behavior towards residents, employees, visitors and/or anyone who is present in the Community will be tolerated.

Smoking

Smoking is not permitted within your Apartment or in any Community Building and we encourage you to please advise your guests to be respectful of this policy as well. To ensure the safety of our residents and staff, we cannot and will not tolerate deviation from this policy. The Community allows smoking only in designated exterior areas as permitted by applicable state or local laws, including state licensing requirements.

Solicitors

For your protection and privacy, door-to-door soliciting is not permitted on the premises without prior written consent from the Executive Director. Please notify the Front Desk immediately if you are bothered by solicitors or see them within the Community.

Tipping and Gratuities

This is your home and we welcome the opportunity to serve you. In order to ensure that all residents receive the same high quality service, Community employees are not permitted to accept payment, tips or gratuities from residents, their guests, family members, legal guardians or anyone working on behalf of a resident. Acceptance of such incentives could cause an employee to lose his or her job, making for an unnecessarily difficult and uncomfortable situation for everyone involved.

APPENDIX E

OAKDALE OF LA MESA STATEMENT OF RESIDENTS' PERSONAL RIGHTS

(If more than one person will occupy an Apartment, one form must be signed by each resident.)

Pursuant to Section 87468 of Title 22 of the California Code of Regulations, you shall have personal rights, which include, but are not limited to, the following:

- I. To be accorded dignity in your 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 OAKDALE OF LA MESA of the provisions of law regarding complaints and of procedures to register complaints confidentially, including, but not limited to, the address and telephone number of the complaint receiving unit of the Department of Social Services.
5. To have the freedom of attending religious services or activities of your choice and to have visits from the spiritual advisor of your choice. (Attendance at religious services, in or outside the Community, shall be voluntary.)
6. To leave or depart the Community at any time and not to be locked in any room, building, or premises at the Community by day or night. (This does not prohibit the establishment of rules applicable to the Community, such as the locking of doors at night, for the protection of residents; nor does it prohibit, with permission of the Department of Social Services, the barring of windows against intruders.)
7. To visit the Community prior to residence, along with your family and responsible persons.
8. To have your family or responsible persons regularly informed by OAKDALE OF LA MESA of activities related to your care or services including ongoing evaluations, as appropriate to your needs.
9. To have communications to OAKDALE OF LA MESA from your 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. This

policy shall encourage regular family involvement and provide ample opportunities for family participation.

11. To have your 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 your own clothes; to keep your own personal possessions, including your toilet articles; and to keep and be allowed to spend your own money.

13. To have access to individual storage space for private use.

14. To have reasonable access to telephones in order to make and receive confidential calls. OAKDALE OF LA MESA may require reimbursement from you for long distance calls.

15. To mail and receive unopened correspondence in a prompt manner.

16. To receive or reject medical care or health-related services.

17. To receive assistance in exercising the right to vote.

18. To move from the Community.

To report known or suspected elder abuse, you may contact the Statewide Ombudsman Toll Free 24-Hour Crisis line at (800) 231-4024. The local Ombudsman's Office is (858) 231-2507.

Upon request Oakdale of La Mesa will provide a review of all licensing surveys for the past year. The license is posted at the front desk and reports are in a binder available to residents, families, and other interested parties. For more information about Oakdale of La Mesa's licensure status you may request information from Community Care Licensing.

The resident and resident's legal representative, if applicable, is hereby informed of the appropriate licensing agency to contact regarding complaints:

Department of Social Services, Community Care Licensing
7575 Metropolitan Drive, #109
La Mesa, CA 92108
Telephone: (619) 676-2319

I acknowledge receiving the Statement of Residents' Personal Rights:

Signature of Resident

Signature of Responsible Party

Printed Name

Printed Name

Date

Date

APPENDIX F
PET ADDENDUM

Resident Name: _____

Date: _____

Resident Name: _____

Apt. No: _____

Pets are limited to dogs and cats, one pet per unit, not exceeding 18" in height and 30 pounds, except for service animals, unless an exception is made, in writing, by the Executive Director. There is a one-time, non-refundable pet fee of \$750-\$1,500 depending on the size of your unit, included within your Community Fee.

I, the above-named Resident(s), understand and agree that if I obtain a pet and desire to maintain the pet in my Apartment, I shall abide by the following terms and conditions:

I agree to keep my pet neatly groomed and provided with a veterinarian approved flea treatment each month and provide documentation of such to the business office on the first of each month. If I am unable to provide documentation, Oakdale will arrange for needed veterinary services and bill me for the charges with an additional \$25 billing/handling surcharge.

I agree to hire an authorized pet walking service to walk, feed, and clean-up after my pet at least twice each day. Should I fail to employ a pet walking service, Oakdale will employ one for me and bill me for the service monthly with an additional \$25 billing/handling surcharge.

I will keep my pet in my Apartment except when walking the pet or when transporting it to or from my Apartment. I understand the pet is not permitted in the common areas (except for service animals). I will use the exit door nearest my Apartment when taking my pet in and out of the building. I agree that when my pet is out of my Apartment, I will keep my pet on a leash no longer than five feet or in a cage or other appropriate closed and ventilated container. I also agree to walk my pet in areas away from public places, immediately pick up and discard any waste and ensure that my pet wears a collar with appropriate identification (including my telephone number) at all times that it is out of my Apartment.

Authorization to maintain a pet is provided on the understanding and agreement that any stains or damage will be cleaned or repaired at my expense and that my pet does not pose a threat to the health or safety of any resident or employee of Oakdale of La Mesa. I agree to maintain at all times, current license, inoculations and liability insurance and I will provide proof of these items to the business office on the annual anniversary of my occupancy. I will be responsible for the health, welfare and proper care of the pet and will ensure that my pet does not disturb the right of other residents to the peaceful enjoyment of their apartments and of the common areas. I will also be responsible for all personal injury or property damage caused by my pet that is suffered by the Community, its employees or agents, other residents, guests or invitees. I will pay all costs and expenses, including reasonable attorneys' fees and court costs, incurred by Community in enforcing any liability of the Resident under this Addendum.

This Addendum will continue until the Resident Agreement between me and the Community is terminated. The Community may terminate this Addendum and require that my pet be removed from the Community upon 24 hours' notice if it determines that I have breached any of my obligations under this Addendum. In the event that my pet is left unattended for more than 24 hours, or if the Community management determines that I am unable to care for my pet, for any reason, the Community has the right to arrange for the pet to be delivered to:

Sponsor:_____

Address:_____

Phone:_____

or to such other individual or agency that the Community management determines to be appropriate. I will pay all costs of delivery, feeding, care, treatment and housing for the pet. I further understand and agree that I have no right to keep a pet except to the extent expressly permitted by this Addendum and the Community reserves the right to withdraw its consent to my keeping the pet at any time by terminating this Addendum as permitted above.

I understand that I will pay a one-time pet fee. The current fee is set forth in Appendix B of the Residency & Services Agreement, receipt of which Appendix is hereby acknowledged.

By their signatures, the parties have executed this Addendum to be effective as of the date set forth above.

Resident:

Resident/Responsible Party

Date: _____

Oakdale of La Mesa:

Executive Director or Representative

Date: _____

APPENDIX G

Motorized Cart Addendum

If at any time Resident requests authority to use a motorized cart on the Community premises, consent will be conditioned upon Resident's agreement to comply with the terms of the Community's Motorized Cart Policy, as may be revised from time to time. The current policy is as follows:

- I. Motorized carts, including motorized wheelchairs and similar motor vehicles, may be operated on the premises of the Community only under the following circumstances:
 - a. The cart is needed by Resident due to disability, as determined by Resident's physician.
 - b. A determination has been made by Resident's physician, and Resident can demonstrate, sufficient visual acuity, depth perception, peripheral vision, hearing and judgment, and is otherwise fit to operate the vehicle safely under the circumstances, and remains subject to periodic re-evaluation at the discretion of Community management.
 - c. All equipment conforms to standards of this policy.
 - d. Resident's driving and parking conduct continuously conforms to this policy and Community house rules.
2. Equipment
 - a. Only battery-operated motor vehicles are allowed;
 - b. Resident is responsible for providing the scheduled maintenance and upkeep of the vehicle; and
 - c. All carts shall be equipped with a suitable horn or bell and rear view mirror.
3. Driving, Parking, and Storage
 - a. Resident shall operate the cart in a conservative and safe manner, taking special precautions near doorways, at corners, when approaching pedestrians, when backing up, and in other situations that present an additional risk of injury or alarm to others in the vicinity, and shall not operate their vehicles in any way that creates a disturbance or threat of harm to the driver or others, or damages to Community property.
 - b. When used in any indoor common area of the Community premises, carts shall not be driven faster than the natural walking speed of any pedestrian in the vicinity.
 - c. Pedestrians shall always have the right of way over carts, whether indoors or outdoors.

- d. Whenever carts are used to enter or exit an assembly area, those using carts must wait until all pedestrians have entered or exited before the cart user enters or exits.
- e. Carts shall not be operated in crowded areas of the Community, or at times when, in the judgment of management, the presence or operation of a cart presents a danger of injury to other residents, visitors or staff. Management shall designate any such areas and/or times in writing.
- f. Your motorized cart must be parked in a designated area at meals. If you need your cart to reach your table, you may drive into the dining room and transfer to your seat. A dining room employee will take your cart to the designated parking area. If you cannot transfer safely from your motorized cart to a dining room chair, you must discuss this fact with management which will make arrangements for you to remain seated in your motorized cart in a designated area of the dining room that has space available to accommodate carts safely.
- g. Resident must remove keys from the cart when not in use.
- h. Carts shall be parked only in designated areas and shall neither block the ingress or egress of any person, nor be operated or stopped in any place or position that creates a hazard of tripping to any person. Carts must be stored in the resident's apartment in a safe place that does not block emergency exits or obstruct exit paths. Carts must not be re-charged in common areas. Residents may, if safe, re-charge cart batteries in their apartment.
- i. Residents requesting any reasonable accommodation in the Community's policy shall submit a written request to the Executive Director.

Resident:

_____ Date _____
 Resident/Responsible Party

Oakdale of La Mesa:

_____ Date: _____
 Executive Director

APPENDIX H

ADVANCE HEALTHCARE DIRECTIVES

87469. Advanced Health Care Directives, Requests to Forego Resuscitative Measures, and Do-Not-Resuscitate Forms.

- (a) Upon admission, a facility shall provide each resident, and representative or responsible person of each resident, with written information about the right to make decisions concerning medical care. This information shall include, but not be limited to, the Department's approved brochure entitled "Your Right To Make Decisions About Medical Treatment," PUB 325, (1/04) and a copy of Sections 87469(b) and (c) of the regulations.
- (b) Residents shall be permitted to have a Request to Forego Resuscitative Measures, an Advance Health Care Directive and/or a Do-Not-Resuscitate (DNR) Form in their facility file.
- (c) If a resident who has a Request to Forego Resuscitative Measures, and/or an Advance Health Care Directive and/or a DNR form on file experiences a medical emergency, facility staff shall do one of the following:
 - (1) Immediately telephone 9-1-1, present the Request to Forego Resuscitative Measures, Advance Health Care Directive and/or DNR form to the responding emergency medical personnel and identify the resident as the person to whom the order refers.
 - (2) Immediately give the Request to Forego Resuscitative Measures, and/or Advance Health Care Directive and/or DNR form to a physician, registered nurse or licensed vocational nurse if the physician or nurse is in the resident's presence at the time of the emergency and assumes responsibility.
 - (3) Facilities that employ health care providers, other than Home Health Agencies or Hospice Agencies, may comply with Health and Safety Code section 1569.74.
- (d) After following the procedure in Section 87469(c)(1), (2), or (3), facility staff shall notify the resident's hospice agency and health care surrogate decision maker, if applicable.

NOTE: Authority cited: Section 1569.30, Health and Safety Code. Reference: Sections 1569.74 and 1569.156, Health and Safety Code; Sections 4753 and 4670, Probate Code.

APPENDIX I

LIC 9158

Telecommunications Device Form (attached)

ORIGINAL - Client/Client Representative**COPY** - Client/Resident File**TELECOMMUNICATIONS DEVICE NOTIFICATION**

<input type="checkbox"/>	ADULT RESIDENTIAL FACILITY	<input type="checkbox"/>	FOSTER FAMILY HOME
<input type="checkbox"/>	ADULT DAY PROGRAM	<input type="checkbox"/>	GROUP HOME
<input type="checkbox"/>	RESIDENTIAL CARE FACILITY FOR THE CHRONICALLY ILL	<input type="checkbox"/>	SMALL FAMILY HOME
<input type="checkbox"/>	SOCIAL REHABILITATION FACILITY	<input type="checkbox"/>	RESIDENTIAL CARE FACILITY FOR THE ELDERLY

NOTICE

Any deaf or hearing impaired, or otherwise impaired resident of any community care facility is entitled to equipment and service, pursuant to Section 2881 of the California Public Utilities Code, to improve the quality of their telecommunications. Any resident who has a declaration from a licensed professional or a qualified state or federal agency, 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.

CLIENT/RESIDENT SIGNATURE	DATE
CONSERVATOR/RESPONSIBLE PERSON/AUTHORIZED REPRESENTATIVE SIGNATURE (IF ANY)	DATE
FACILITY NAME	FACILITY ADDRESS
FACILITY REPRESENTATIVE SIGNATURE	DATE

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

2881. (a) The commission shall design and implement a program to provide a telecommunications device capable of serving the needs of individuals who are deaf or hearing impaired, together with a single party line, at no charge additional to the basic exchange rate, to any subscriber who is certified as an individual who is deaf or hearing impaired by a licensed physician and surgeon, audiologist, or a qualified state or federal agency, as determined by the commission, and to any subscriber that is an organization representing individuals who are deaf or hearing impaired, as determined and specified by the commission pursuant to subdivision (e). A licensed hearing aid dispenser may certify the need of an individual to participate in the program if that individual has been previously fitted with an amplified device by the dispenser and the dispenser has the individual's hearing records on file prior to certification.

(c) The commission shall also design and implement a program whereby specialized or supplemental telephone communications equipment may be provided to subscribers who are certified to be disabled at no charge additional to the basic exchange rate. The certification, including a statement of visual or medical need for specialized telecommunications equipment, shall be provided by a licensed optometrist or physician and surgeon acting within the scope of practice of his or her license, or by a qualified state or federal agency as determined by the commission.

APPENDIX J

Oakdale of La Mesa Theft and Loss Policy

Policy

Community must follow procedures for investigating and reporting suspect thefts. Community shall comply with the Theft and Loss Policy in regards to residents and employees.

Notification of Policy

Through the Residency Agreement, Resident Handbook, Team Member Handbook and orientation process, all residents and team members will be made aware of the theft and loss policy before moving into or working in the Community. A copy of the policy shall also be made available upon request. Any changes to the policy will be given to residents and team members in writing.

Theft and Loss Record

The Executive Director or the supervisor on duty must document on the Theft and Loss Record all lost or stolen resident property that has an estimated value of \$25.00 or more. Documentation shall include:

- date documentation was made
- initials of the individual documenting the occurrence
- resident's full name
- description of missing articles
- current estimated value
- time and date article was reported missing
- documentation of the action and follow-up taken, including police reports

Procedure

The Executive Director will file a stolen property report with the local law enforcement agency within 48 hours for any article with an estimated value of \$100.00 or more. In addition, the Executive Director will notify the resident's authorized representative, if applicable within 24 hours.

Documentation Requests

Copies of the past 12 months of Theft and Loss Records must be made available to the licensing agency, law enforcement agencies, and the Ombudsman, upon request. The Ombudsman may only ask for records pertaining to a specific request.

APPENDIX K

Health and Safety Code Sections 1569.152-1569.154

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 inventory by the facility at the written request of the resident, the resident's family, a responsible party, or a person acting on behalf of a resident. The facility shall not be liable for items which have not been requested to be included in the inventory or for items which have been deleted from the inventory. A copy of a current inventory shall be made available upon request to the resident, responsible party, or other authorized representative. The resident, resident's family, or a responsible party may list those items which are 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.

U) 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.

APPENDIX L

TERMINATION BASED ON LICENSURE FORFEITURE OR FACILITY CLOSURE

1. Upon sixty (60) Days Written Notice. Oakdale of La Mesa may terminate this Agreement upon sixty (60) days' prior written notice to you or your responsible person, if any, if the following events occur:

(a) Oakdale of La Mesa's license is forfeited because of a sale or transfer of the Community or its property, surrender of the license, or abandonment of the Community in accordance with Health and Safety Code Sections 1569.19(a), (b) or (f); or

(b) Change of use of the facility.

2. Notice. If Oakdale of La Mesa terminates this Agreement under this Section A, you and your responsible person, if any, shall receive a notice of the reason for the termination, with specific facts to permit a determination of the date, place, witnesses, and circumstances concerning the reasons. The notice will also include a copy of your current service plan, your relocation evaluation prepared by Oakdale of La Mesa (see Section 6 below), a list of referral agencies, and an explanation of your or your legal representative's right to contact the California Department of Social Services ("DSS") to investigate the reasons given for the termination. Oakdale of La Mesa will send to DSS a written report of the termination within five (5) days after issuing the termination notice.

3. Refund of Preadmission Fee.

(a) If Oakdale of La Mesa terminates this Agreement under this Section, the first five hundred dollars (\$500) or less of any preadmission fee that you paid to Oakdale of La Mesa is non-refundable. The remainder of any preadmission fee paid (that is, after deducting \$500 (thereinafter referred to as the "balance")) is refundable to you or your legal representative on the following basis:

(i) a full refund of the balance if the preadmission fee was paid within six months of the notice of termination.

(ii) a seventy five (75) percent refund of the balance if the preadmission fee was paid more than six months but not more than twelve months before the notice of termination.

(iii) a fifty (50) percent refund of the balance if the preadmission fee was paid more than twelve months but not more than eighteen months before the notice of termination.

(iv) a twenty-five (25) percent refund of the balance if the preadmission fee was paid more than eighteen months but less than twenty five months before the notice of termination.

(b) You shall not be entitled to a refund of the preadmission fee, or any part thereof, if you paid it twenty five (25) months or more before the notice of termination.

4. Timing of Refund/Credit. Any refund due under Section 3 above shall be paid to you within fifteen (15) days of issuing the notice of termination. Instead of receiving a refund due under Section 3 above, Oakdale of La Mesa shall, at your request, give you a credit toward your Monthly Fee payment obligation in an amount equal to the refund due under Section 3 above.

5. Refund of Prepaid Monthly Fee. Following termination of this Agreement under this Section A, Oakdale of La Mesa will pay you or your legal representative a proportional per diem amount of any prepaid Monthly Fee. You or your legal representative shall receive the refund on the date you move out of the Community and vacate your Unit (see Section II (E) (4) (*Vacating Apartment!*)), provided you submit a written request to Oakdale of La Mesa to receive such refund on that date at least five (5) days before your scheduled move-out date. Otherwise, you or your legal representative shall receive such refund within seven (7) days from the date that you leave the Community and your Unit is vacated (see Section II (E) (4) (*Vacating Apartment!*)).

6. Relocation Evaluation. If Oakdale of La Mesa terminates Admission Agreements under this Section A, it will take all reasonable steps to transfer affected residents safely and to minimize possible transfer trauma. Before you receive a termination notice under Section 2 above, Oakdale of La Mesa will prepare a relocation evaluation of your needs. Your relocation evaluation shall include recommendations on the type of facility that would meet your present needs based on your current service plan and a list of those types of facilities that are located within a 60-mile radius of the Community. Oakdale of La Mesa shall discuss your relocation evaluation with you and your legal representative, if any, within thirty (30) days of issuing the notice of termination under Section 2.

7. Closure Plan. If Oakdale of La Mesa plans to terminate the residency of seven (7) or more residents under Section I above, Oakdale of La Mesa shall submit a proposed closure plan in accordance with Health and Safety Code Section 1569.682(b) to DSS for approval. Oakdale of La Mesa will not accept new residents or enter into new Admission Agreements after it submits the closure plan to DSS. Until such time that DSS approves the closure plan, Oakdale of La Mesa shall not issue a notice of termination to any resident under Section 2 above or require any resident to transfer. Upon approval by DSS, Oakdale of La Mesa shall send a copy of the closure plan to the local ombudsperson program and commence issuing termination notices under Section 2 above.

8. Notice to DSS and Ombudsperson. Oakdale of La Mesa shall submit a final list of names and new locations of all transferred residents to DSS and the local ombudsperson program within ten (10) days of the date that the final resident is transferred from the Community.

APPENDIX M ARBITRATION AGREEMENT

BOTH PARTIES TO THIS RESIDENCY AGREEMENT UNDERSTAND THAT AGREEING TO ARBITRATION IS NOT A CONDITION OF ADMISSION TO THE COMMUNITY. By initialing the line at the end of this Section, however, 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 OAKDALE OF LA MESA or any other individual or entity, 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 are brought in small claims court shall not be subject to arbitration unless all parties involved agree to arbitrate such proceedings. Both parties give up their constitutional rights to have any such dispute decided in a court of law or equity before a judge or jury, and instead accept the use of arbitration. Arbitrations shall be administered by Judicial Arbitration and Mediation Services (JAMS) under the Code of Procedure then in effect. Arbitrations shall be conducted by a single arbitrator agreed to by the parties, or if the parties cannot agree upon an arbitrator, before an arbitrator assigned by the Judicial Arbitration and Mediation Services (JAMS). Arbitrations will be held at an agreed upon location, or in the absence of such agreement, at a location in San Diego County, California. The dispute will be governed by the laws of California. The arbitrator's fee shall be shared equally by the parties. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction. 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. 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, and 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.

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. 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. By signing below, you understand that you have the right to rescind your agreement to arbitration within thirty (30) days from the effective date of this Agreement by making such rescission in a writing signed by you and delivered to us within thirty (30) days from the effective date of this Agreement.

Resident

Date

Responsible Party

Date

Oakdale of La Mesa Representative

Date

APPENDIX N

RATE INCREASE HISTORY DISCLOSURE

In compliance with the provisions of California Health and Safety Code Section 1569.658, Oakdale of La Mesa has employed good faith efforts to calculate and disclose below its average monthly rate increases, inclusive of rates for living units and service fees, for each of the previous three (3) years as follows:

<u>Year-End</u>	<u>Change Covered</u>	<u>Average Amount of Increase</u>	<u>Average % of Increase</u>
2011		\$153.46	6.4%
2012		\$125.95	5.4%
2013		\$100.76	3.5%

Please note that past rate increases are not a predictor of future rate increases.

ACKNOWLEDGEMENT OF RECEIPT:

By signing below, I/we hereby acknowledge receipt of the Rate Increase History Disclosure prepared by Oakdale of La Mesa.

Resident:

Signature of
Resident

Date: _____

Responsible Party:

Signature of Responsible Party

Date: _____

APPENDIX O

Resident Move-Out Check List

In approximately two weeks, you will be moving out and we are sorry to see you go!

As part of your separation process, this is to provide you with a checklist of important steps in the move-out process.

Return Items

Please remember to return the following items prior to your departure, making sure they do not get packed with your personal effects:

- a. Refrigerator**
- b. Pendant or Wandergard**
- c. Phone**
- d. AC remote control**
- e. grab bars**
- f. all room keys**
- g. shower curtain**
- h. dishes and cutlery**
- i. any rented furnishings**
 - **Bed & Mattress**
 - **TV**
 - **Dresser/Night Stand/Lamps**
 - **Chair**

One Day Before Move-Out:

Please meet with the Business Office staff to complete any financial paperwork, including: forwarding address, return parking sticker, and make any final payments.

Day of Move-Out:

Please make one final room check to make sure that you have returned all of the items on the list above. Failure to return these items will result in a charge.

Check with the Business Office to finalize credits and/or debits to your account and return your pendant.

Check with the Resident Medication Supervisor to receive your repacked medications to take with you.

APPENDIX P
Resident Acknowledgment and Consent to
Use of Wanderguard System

Date: _____

Resident Name: _____

Responsible Party Name: _____

Apartment Number: _____

I understand that the resident named above will be monitored via the use of a Wanderguard System. I acknowledge and consent to the use of the Wanderguard System to monitor egress from the Memory Care area of Oakdale of La Mesa. Additionally, I agree to the use and permanent placement of the Wanderguard Bracelet upon the resident's person. Oakdale of La Mesa does not warrant that the Wandergard Bracelet system is 100% effective but chooses to employ it as one of the most effective systems available for this purpose.

Resident Signature

Responsible Party Signature

Executive Director Signature

Appendix Q

Pharmacy Special Handling and Repackaging Fees:

A. Pharmacy Special Handling Fee for Using a Pharmacy Other Than Ron's Pharmacy Services

Oakdale of La Mesa has a contract with Ron's Pharmacy Services to provide all prescription medications and over the counter drugs to its residents. Oakdale charges a pharmacy special handling fee depending upon which of the following options is selected. These pharmacy fees are in addition to any medication management fees.

Option I: (Yes/Yes) Resident's medical plan accepts Ron's Pharmacy Services and agrees to work directly with them to provide all of resident's physician prescribed medications, including over-the-counter medications. No special handling is required.

Pharmacy Special Handling Fee to Resident: 0

Option II: (Yes/No) Resident's medical plan accepts Ron's Pharmacy Services and agrees to work directly with them to provide all of resident's physician prescribed medications, including over-the-counter medications but resident choses not to participate in this program. Special handling is required because staff must receive the drugs from another source, count them, send them to the pharmacy for repackaging and then re-inventory them again.

Pharmacy Special Handling Fee to Resident: \$200/month

(Oakdale is responsible for assisting many of our residents with their medication management. Repacking medications is very labor intensive and can result in delays in administering medication that put residents at risk. More importantly, despite the best intentions of families to pick up medications from their pharmacy and bring them to Oakdale for repackaging, there have been many instances where medications have not been provided in a timely manner. This creates unacceptable health risks for the residents and legal liability for our facility.)

Option III: (No/Yes) Resident's medical plan does not accept Ron's Pharmacy Services and will not work directly with them to provide all of resident's prescription medications, including over-the-counter medications, but resident wants them to. Special handling is required because Oakdale must receive the drugs from another source, count them, send them to the pharmacy for repackaging and then re-inventory them again. (This usually applies only to the VA and certain Kaiser/HMO commercial plans.)

Pharmacy Special Handling Fee to Resident: \$75/month

(A small number of residents may have an insurance company that does not work with Ron's Pharmacy Services. If you are unsure of your insurance benefit you can call Joy Picardo at Ron's Pharmacy Services at (858) 652-6960 and she can quickly determine if they will accept your insurance. If you find that your insurance is not accepted by Ron's Pharmacy Services you may wish to speak with a healthcare insurance specialist to discuss options that would allow you to have a more flexible plan. Also, we understand that using a 90-day mail order supply pharmacy may have been cost-effective in the past. Unfortunately, those types of providers are not able to provide medications in the proper delivery system (bubble packs) and cannot respond quickly enough for Oakdale to provide the type of care required by our residents.)

B. Ron's Pharmacy Services Medication Repackaging Fee:

Ron's Pharmacy Services charges a fee of \$5.00 per medication/per month for repackaging that is capped at \$25.00 per month. For example, if resident has 3 medications then resident's monthly charge would be \$15 (\$5 x 3). If resident has more than 5 medications, Ron's Pharmacy Services will only charge you \$25/month. These charges are billed to the resident directly from Ron's Pharmacy Services.

Resident or Responsible Party: _____

Date: _____