

Faith Villa  
**Admission Agreement**

All community care facilities are required to have a written Admission Agreement between the facility and each resident, or their authorized representative.

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**FACILITY INFORMATION**

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NAME OF FACILITY	TYPE OF FACILITY			
Faith Villa	Residential Care Facility for the Elderly			
ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE
42 Sierra Way	Chula Vista	CA	91911	(619) 817-6568
NAME OF LICENSEE	LICENSEE MAILING ADDRESS			
MA. Mevyl and Aries Deguzman	42 Sierra Way, Chula Vista CA 91911			
ADMINISTRATOR NAME/PHONE NUMBER	FACILITY NUMBER			
MA. Mevyl Deguzman/(619) 817-6568				

The above is a residential care facility licensed by the State Department of Social Services. THIS IS A NON-MEDICAL CARE FACILITY WHICH IS ONLY ALLOWED TO PROVIDE MEDICAL OR NURSING CARE WITHIN THE SCOPE OF APPROVED CCLD EXCEPTIONS/WAIVERS.

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**RESIDENT INFORMATION**

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NAME OF RESIDENT	SOCIAL SECURITY NUMBER	DATE OF BIRTH

LEGAL STATUS (Conserved or Not Conserved)

NAME OF CONSERVATOR (if applicable)	CONSERVATOR MAILING ADDRESS

CONSERVATOR PHONE NUMBER

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**BASIC SERVICES**

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The licensee shall ensure the provision of the following basic services to the above resident:

1. Lodging       Private Room\*       Shared Room

\* Per Title 22, Section 87464(e)(2), an extra charge to the SSI/SSP resident shall be allowed for a private room if a shared room is made available but the resident prefers a private room, provided the arrangement is documented in the admissions agreement and

the charge is limited to 10% of the Room and Board portion of the SSI/SSP grant (See sample OPTIONAL SERVICES, page 3).

- 2. Food Service, including three (3) nutritious meals per day and between meal nourishment or snacks, as well as special diets, if prescribed by a doctor\*

\* Per Title 22, Section 87464(e)(3), an extra charge to the resident shall be allowed for provision of special food services or products beyond that specified in Section 87464(f)(2) when the resident wishes to purchase the services and agrees to the extra charge in the admissions agreement (See sample OPTIONAL SERVICES, page 3).

- 3. Laundry Service.
- 4. Cleaning of the resident’s bedroom.
- 5. A comfortable bed including fresh linen weekly, or more often, if required.
- 6. Plan, arrange, and/or provide for transportation to medical and dental appointments.
- 7. A planned activity program including assistance in accessing available community resources.
- 8. Notification to family and/or other appropriate persons or agencies of the resident’s needs.
- 9. Continuous observation, care and supervision, as required.
- 10. Assistance with bathing and personal needs, as required.
- 11. Assistance in meeting necessary medical and dental needs.
- 12. Assistance with taking prescribed medications in accordance with physician’s instructions, unless prohibited by law or regulation, as needed.
- 13. Bedside care for minor, temporary illness.
- 14. Assistance with self-maintenance of resident cash resources and valuables. The facility does not maintain a Surety Bond.

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**TELEPHONE SERVICES**

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- A. A Telecommunications Device Form (LIC 9158) has been provided if the resident is deaf or hearing impaired. \_\_\_\_ (Resident or Responsible Person’s Initials)

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**3<sup>rd</sup> PARTY SERVICES RELATED TO NEEDS AND SERVICES PLANS**

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Service	Describe the service and how it will be paid for

Healthcare Appointments will be monitored, arranged, and transported by the facility or the resident's family or friend, as agreed on. The fees for 3rd party healthcare services will be paid by the resident an/or their insurance benefits.

The monthly rate is for basic services only and does not include charges for any Optional Services you may choose to purchase. There is no obligation to purchase Optional Services. Residents receiving Optional Services will be notified of price changes 30-days in advance. Either party may cancel the Optional Services agreement at any time.

**OPTIONAL SERVICES**

Service	Frequency of Service	Rate for Service	Payment Schedule
1) Dry Cleaning <sup>1</sup>	As needed	\$10.00 per trip	Per Trip
2) Beauty/Barber Shop <sup>2</sup>	As needed	\$30.00 per trip	Per Trip
3) Private Bedroom	Daily	\$450.00 per month	Monthly
4) Non-Prescribed Diet	7 days per week	\$450.00 per month	Monthly

1 – Includes drop off and pick-up of dry cleaning. The cost of the dry cleaning is the responsibility of the client.

2 – Includes driving to, waiting for, and return trip from the beauty/barber shop. The cost of the beauty/barber service is the responsibility of the client.

**TOTAL MONTHLY FEES**

Total Monthly Fee for Basic Services : \_\_\_\_\_  
 Total Monthly Fee for Optional Services : \_\_\_\_\_  
 Total Monthly Fee for Third Party Services : \_\_\_\_\_  
 Total Monthly Fees: \_\_\_\_\_

Monthly fees are paid:  In advance       In arrears

*(optional)*

The resident's funding source is:       Private source       SSI/SSP       Other

**Notes:** Payment is due by the 5<sup>th</sup> of the month. Payment should be made to Faith Villa.

If a resident leaves Faith Villa temporarily, the holding rate is \_\_\_\_\_ per day.

The resident shall receive a monthly statement itemizing all separate charges incurred by the resident.

If optional services are offered by the facility after the Admission Agreement is completed, the facility will provide the resident or their authorized representative a list of services and their prices. The acceptance or refusal to purchase the additional services shall be signed and dated by the resident or the resident's representative and attached to the Admission Agreement.

If a resident's Appraisal/Needs and Services Plan requires related services, such as ancillary, health, and medical services, the following information shall be specified above: How the services will be arranged, accessed, and monitored, and any restrictions on third party services, including who is financially responsible for such services.

#### MONTHLY RATE

The total monthly rate set forth in this Admission Agreement will be prorated on a daily basis upon the resident's admission/discharge from the facility.

#### NOTICE OF RATE CHANGE

A resident and/or their authorized representative will be notified with a minimum of 60 days written notice of any rate changes. A resident whose care is funded at rates prescribed by a government program or other funding agency may have their rate changed on the first effective date prescribed by the government program or funding agency without prior notice.

#### ANNUAL DISCLOSURE OF AVERAGE MONTHLY RATE INCREASES

On or before January 31 of each year, the Licensee shall prepare a document disclosing its average monthly rate increases and the average percentage of increase, for service fees, for each of the previous 3 years. This shall be provided to every resident or resident's representative upon signing an admission agreement. The resident shall sign a confirmation of receipt of the disclosure

#### REFUND POLICY

The amount of refund will be determined by multiplying the monthly rate by 12 (for the amount of months in a year) and then divided by 365 (for the amount of days in a year) to determine the daily rate. The amount of days that the resident stayed at the facility will be multiplied by the daily rate, which will result in the amount due for the month. The amount due for the month will be subtracted by the monthly rate, which will result in the amount due for refund. Refunds will be issued within 15 days of discharge.

The facility will not require advance notice for terminating an Admission Agreement upon the death of a resident. No fees shall accrue once all personal property belonging to the deceased resident is removed from the facility. The facility shall not impede the removal of such property during reasonable hours by appropriately authorized individuals.

A refund for any fees paid in advance shall be made after the appropriate removal of the deceased resident's property, to a duly authorized individual or the resident's estate within 15 days.

If fees are assessed after the residents death, and before their personal property is appropriately removed, the facility will provide the duly authorized person a written explanation of the facility's policies regarding termination of the contract and refunds following a resident's death. This notice will be given within 3 days of the licensee becoming aware of the death.

#### APPRAISAL OF RESIDENT NEEDS

All residents and persons seeking admission to Faith Villa are considered on a non-discriminatory basis without regard to his or her sex, race, color, religion, national origin, marital status, registered domestic partner status, ancestry, actual or perceived sexual orientation, or actual or perceived gender identity.

Upon receiving a referral an over the phone question and answer session is held to determine whether an information packet should be sent to the facility. Various questions are asked by the Administrator, such as the prospective residents propensity for violence and any maladaptive behaviors that might upset the residents who are presently living at the facility. After carefully examining the information obtained an appointment is made for the potential resident and any other interested parties to tour the facility. During the tour there will be an interview. It is after the completion of this interview process that both parties make the decision to proceed with a formal appraisal and admission or not. The Administrator will then ensure that the following is completed:

- a. A Resident Appraisal (LIC 603A).
- b. An Appraisal/Needs and Services Plan, when applicable (LIC 625). The Appraisal/Needs and Services Plan will be updated at least annually, or more often if needed.
- c. Identification and Emergency Information (LIC 601), updated as needed.

Upon acceptance of an individual at Faith Villa, the following documents are required for admission:

- a. A signed Admission Agreement, including house rules, consumer rights, grievance procedure, consents for release of information and emergency medical treatment, and all handouts and advisements listed in the Agreement.
- b. A current physical, including tb results, using form LIC 602A, the medical insurance card and pertinent medical information.

#### REAPPRAISALS

The pre-admission appraisal shall be updated, in writing, as frequently as necessary to note significant changes and to keep the appraisal accurate. The reappraisals shall

document changes in the resident's physical, medical, mental, and social condition. Significant changes shall include but not be limited to:

- a. A physical trauma such as a heart attack or stroke.
- b. A mental/social trauma such as the loss of a loved one.
- c. Any illness, injury, trauma, or change in the health care needs of the resident that results in a circumstance or condition specified in Title 22 as a Prohibited Health Condition.

The licensee shall immediately bring any such changes to the attention of the resident's physician and his family or responsible person.

When there is a significant change in the resident's condition, or once every 12 months, whichever occurs first, the licensee shall arrange a meeting with the resident, the resident's representative, if any, appropriate facility staff, and a representative of the resident's home health agency, if any to discuss the changes.

#### NOTIFICATION OF ROOM CHANGES

Written notice of any room changes will be given at least 30 days in advance unless the request for a change is agreed to by the resident, is required to fill a vacant bed, or is necessary due to an emergency.

#### EVICTION PROCEDURES

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

- a. Nonpayment of the basic services fee within ten (10) days of the due date;
- b. Failure of the resident to comply with state or local law after receiving written notice of the alleged violation;
- c. Failure of the resident to follow the house rules and general policies of the facility, which must be in writing, for the purpose of making it possible for residents to live together, and are part of the Admission Agreement;
- d. Inability of the facility to meet the resident's needs, based upon a reassessment of those needs, pursuant to applicable regulations;

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

The licensee/administrator of the facility shall, in addition to serving either thirty (30) or three (3) days notice eviction on the resident, notify or mail a copy of the eviction to the resident's authorized representative, if any. Additionally, a written report of any eviction shall be sent to the licensing agency within five (5) days.

Upon request of a resident, or his/her designated representative, the Department shall investigate the reasons given for the eviction.

This shall not apply to a particular resident who has entered into a continuing care contract with a facility, nor is intended to preclude the licensee or resident from invoking any other available remedy. Finally, nothing shall preclude the licensee from initiating the urgent relocation to a licensed health facility of a terminally ill resident receiving hospice services when the resident's condition has changed and a joint determination has been made by the Department, the resident or resident's health care surrogate decision maker, the resident's hospice agency, a physician, and the licensee, that the resident's continued retention in the facility poses a health and safety risk to the resident or any other facility resident.

The licensee shall provide each resident, or resident's responsible person, with a written notice no later than sixty (60) days before the intended eviction for one or more of the following reasons:

- a. The licensee sells or otherwise transfers the facility or facility property, except when change of ownership applies to transferring of stock when the facility is owned by a corporation and when the transfer of stock does not constitute a majority change in ownership.
- b. The licensee surrenders the license to the Department of Social Services.
- c. The licensee abandons the facility.
- d. Change of use of the facility.

During any eviction, the licensee shall follow procedures specified in Title 22, Section 87637 (b)(2), HEALTH CONDITION RELOCATION ORDER, to reduce the risk of transfer trauma.

#### EVICTION NOTICE

The eviction notice shall include:

- The reason(s) for the eviction, with specific facts to the date, place, circumstances, and witnesses concerning those reasons;
- The effective date of the eviction, to include the date the eviction notice is served and the end of the notice period;
- Information about public and private placement referral services, case management organizations, and other resources available to assist the resident in identifying alternative housing and care options;
- Information about the resident's right to file a complaint about the eviction including the name, address, and telephone number of the nearest Community Care Licensing office and State Ombudsman;
- The following statement: In order to evict a resident who remains in the facility after the effective date of the eviction, the residential care facility for the elderly must file an unlawful detainer action in superior court and receive a written judgment signed by a judge. If the facility pursues the unlawful detainer action,

you must be served with a summons and complaint, and services will still be provided until the matter is decided by the Superior Court. You have the right to contest the eviction in writing and through a hearing.

#### RELOCATION AND APPEAL NOTICE

An explanation of the facility's responsibility to prepare a relocation evaluation for each resident and a closure plan to provide notice in the case of an eviction pursuant to Health and Safety Code section 1569.682. The rights of the resident and the responsibilities of the licensee regarding closure plans, relocation evaluations and assistance, and providing notice when a licensee evicts residents as specified in Health and Safety Code sections 1569.682 and 1569.683.

A licensee of a licensed residential care facility for the elderly shall, prior to transferring a resident of the facility to another facility or to an independent living arrangement as a result of the forfeiture of a license, as described in subdivision (a), (b), or (f) of Section 1569.19, or a change of use of the facility pursuant to the department's regulations, take all reasonable steps to transfer affected residents safely and to minimize possible transfer trauma, and shall, at a minimum, do all of the following:

- Prepare, for each resident, a relocation evaluation of the needs of that resident, which shall include both of the following:
- Recommendations on the type of facility that would meet the needs of the resident based on the current service plan.
- A list of facilities, within a 60-mile radius of the resident's current facility that meet the resident's present needs.

NOTE: When the Department orders relocation of a resident due to a health condition that cannot be cared for within the limits of the license, the resident shall not be held responsible for meeting any advance notice requirement imposed by the licensee in the Admission Agreement. The licensee shall refund any money the resident would have been entitled to had notice been given as required by the Admission Agreement.

The following list is a sample of resource options for a resident that is evicted:

- Community Care Licensing Division - Facility Search  
[https://secure.dss.cahwnet.gov/cclid/securenet/cclid\\_search/cclid\\_search.aspx](https://secure.dss.cahwnet.gov/cclid/securenet/cclid_search/cclid_search.aspx)
- County of San Diego – Aging and Independence Services  
<http://www.sdcounty.ca.gov/hhsa/programs/ais/>
- Elder Care Locator
- [www.eldercare.gov](http://www.eldercare.gov)  
1-800-677-1116
- California Advocates for Nursing Home Reform: Residential Care Guide  
<http://www.canhr.org/RCFE/index.html>  
(415) 974-5171



- California Health Care Foundation  
[www.calqualitycare.org](http://www.calqualitycare.org)
- New LifeStyles – The Source for Senior Living  
<http://www.newlifestyles.com/>
- California Assisted Living Association  
<http://www.caassistedliving.org/web/cala.asp>

#### FACILITY VISITING POLICY

Faith Villa encourages family members, friends, and other people who are involved with residents to visit the home.

Residents may have visitors at the facility every day between 9:00 am and 9:00 pm.

Visitors who come during scheduled home activities such as hygiene, snack or meal time may visit the resident as long as they do not interfere with the resident's or other residents receiving of and the staff providing of needed services such as hygiene or serving snacks or meals.

#### Visitor Sign-in/Sign-out Procedures

All visitors of Faith Villa are required to sign-in and sign-out.

#### **House Rules**

- I will ask my roommate before inviting any visitors into our room, if shared.
- I agree to pay my long distance phone bills.
- I won't eat or drink in any area other than the kitchen or dining area.
- I will smoke in outside designated smoking areas only.
- I will not bring medications, special foods, or beverages into the facility without the knowledge of the Administrator.

House Rules will be enforced by:

- Going over them at admission using appropriate means of communication.
- Having the client or their authorized representative sign that they acknowledge the House Rules and understand that violations can lead to eviction.
- Posting the House Rules in an area visible to clients and their authorized representative.
- Violations will be monitored and documented.

#### PROCESS FOR CHANGE OF HOUSE RULES

If a resident, or residents want a change in a house rule, they can approach the Administrator with a request to do so, stating which rule they disagree with and why. Upon receiving such a request, the Administrator will arrange for a meeting of residents to discuss the issue. At the completion of the meeting a vote will be taken. The house

rule will be deleted or change if a majority (i.e., more than 50%) of residents agree.

#### ABUSE REPORTING

The Personal Rights form that is provided during the completion of this Admission Agreement (LIC 613C) shall include information on the reporting of suspected or known elder and dependent adult abuse.

To report known or suspected elder abuse, contact the Statewide Ombudsman Toll Free 24-hour CRISIS line at 1-800-231-4024.

#### RESIDENT COMPLAINT PROCEDURE

Residents will be informed of the facility complaint procedure at admission. Each resident is encouraged to make any grievance known to the administrator of the facility without fear of reprisal. At any time, the resident can contact a family member or other concerned party to assist them with addressing a complaint. In addition, the following may be contacted:

Community Care Licensing Division  
7575 Metropolitan Drive, #109  
San Diego CA 92108  
(619) 767-2300

Ombudsman – Long Term Care  
5560 Overland Avenue, #310  
San Diego CA 92123  
(800) 640-4661

In addition, a confidential complain can be made by calling 1-844-538-LET US NO (1-844-538-8766).

I received a copy of Faith Villa resident Grievance Procedure.

\_\_\_\_(Resident or Responsible Person's Initials)

#### RESIDENT RIGHTS

At the time of admission, Faith Villa advises the resident and the resident's representative of their rights by giving them a copy of the following forms:

- a. Residents' Bill of Rights (H&S Code, Section 1569.269).
- b. Personal Rights as specified in Title 22, Section 87468. Each new resident, or their authorized representative will sign a copy of form LIC 613C, and a copy will be kept in the resident's record.

#### THEFT AND LOSS POLICY

All personal property will be inventoried at the time of admission using form LIC 621 and Title 22, Section 87218. The form includes all items entrusted to the facility,

including any additions or removals. If the resident refuses such documentation of their property this will be recorded on the form. In addition, the resident will be asked to identify a recipient of their property in the event of their death, and how and to whom the property should be transferred upon their discharge. Assistance will be provided in labeling or marking personal property upon request.

The facility will accept responsibility for cash or personal items within the scope of the Surety Bond. The facility will maintain a secured area which is available for safekeeping of property upon the request of the resident or their authorized representative. Residents who prefer to maintain their own valuables are encouraged to keep the items locked in a cabinet or drawer in their bedroom or with family members or friends and will provide a lock, at the expense and request of the resident, their family, or authorized representative for that purpose.

When it is noticed by a resident that a personal item is missing they are to notify the staff immediately. The staff will conduct a thorough search for the missing item(s). If the item(s) cannot be found an estimate of the value will be assessed, which will include the original purchase price, plus or minus any appreciation or depreciation that has occurred. Theft and loss will be documented using LIC 9060, which will be maintained at the facility for a minimum of three (3) years. Any missing items will be reported to responsible relatives. If the missing item(s) are valued at \$100.00 or more, a report will be made to the Police within 36 hours. Any theft or loss will be reported to the Department of Social Services.

I accept \_\_\_\_ or, I decline \_\_\_\_ to have my personal items inventoried at no cost to me.

I received a copy of Health & Safety Code Sections 1569.152 through 1569.154.

\_\_\_\_(Resident or Responsible Person’s Initials)

**ADVANCE HEALTH CARE DIRECTIVE**

The resident is hereby informed of their right to make decisions concerning medical care, including the right to accept or refuse treatment, and the right, under state law, to formulate an advance health care directive.

I received the brochure entitled “Your Right to Make Decisions About Medical Treatment” (PUB 325), and a copy of California Code of Regulations, Title 22, Sections 87469(b) and (c).

\_\_\_\_ (Resident or Responsible Person’s Initials)

**RESIDENT COUNCILS**

Facilities shall promote resident councils as follows. [HSC section 1569.157)

- If a resident council submits written concerns or recommendations, the facility shall respond in writing regarding any action or inaction taken in response to

those concerns or recommendations within 14 calendar days.

- If a facility has a resident council, the facility shall inform new residents of the existence of the resident council. The facility shall also provide information on the time, place, and dates of resident council meetings and the resident representative to contact regarding involvement in the resident council.
- If a facility does not have a resident council, upon admission, the facility shall provide written information on the resident's right to form a resident council to the resident and the resident representative, as indicated in the admissions agreement.

The resident and their family, if applicable, are hereby informed of their right to form or participate in a Resident or Family Council.

I received the brochure entitled “Rights of Resident Councils” (PUB 474)

\_\_\_\_\_ (Resident or Responsible Person’s Initials)

Please note the publication is also posted in a prominent place at the facility accessible to residents, family members, and resident representatives.

#### FAMILY COUNCILS

- If a family council submits written concerns or recommendations, the facility shall respond in writing regarding any action or inaction taken in response to the concerns or recommendations within 14 calendar days. [HSC section 1569.158(f)].
- If a facility has a family council, the facility shall include notice of the family council and its meetings to family members and resident representatives in routine mailings and shall inform family members and resident representatives of new and current residents who are identified on the admissions agreement during the admissions process or in the resident's records, of the existence of the family council, the time and place of meetings of the family council, and the name of the family council representative. [HSC section 1569.158(g)(1)].
- If a facility does not have a family council, the facility shall provide, upon admission of a new resident, written information to the resident's family or resident representative of their right to form a family council. [HSC section 1569.158(g)(2)].

#### ACCESS TO RECORDS

Notification is hereby provided that the Department of Social Services has the authority to examine resident records as part of the facility evaluation.

I acknowledge that the Department of Social Services has the authority to examine my records as part of the facility evaluation. Anyone requesting information must have an appropriately signed release.

\_\_\_\_\_ (Resident or Responsible Person’s Initials)

#### TERMINATION OF AGREEMENT

The resident's relatives and/or responsible persons will not be liable for any payment beyond that due at the date of death, unless agreed to in writing, or ordered by the court. The following will apply to this agreement upon the death of the resident:

No advance notice is needed for the termination of an admission agreement upon the death of a resident and fees will not accrue once the deceased resident's belongings have been removed by the responsible person or executor.

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

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

The initials and signatures below indicate that all signatories have read, or had read and explained to him/her, the provisions of this Admission Agreement. The admission agreement shall be dated and signed, acknowledging the contents of the document, by the resident and the resident's responsible person or conservator, and the licensee or the licensee's designated representative no later than seven days following admission.

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**AGREEMENT**

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I, \_\_\_\_\_ agree:

Print Name of Resident or Authorized Person

*Initials*

\_\_\_\_\_ To pay all fees specified in this agreement per the stated terms;

\_\_\_\_\_ To abide by the House Rules;

\_\_\_\_\_ To provide thirty (30) days notice of intent to move, if possible;

\_\_\_\_\_ That I have received a copy of Personal Rights (LIC 613C).

\_\_\_\_\_ That I have received a copy of the Resident's Bill of Rights.

\_\_\_\_\_ The family, if applicable, has received a copy of HSC 1569.157 (F)(3)

Resident's Signature

Date

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Authorized Representative's Signature (*if applicable*)

Date

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Conservator's Signature (*if applicable*)

Date

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Licensee or Administrator's Signature (*circle one*)

Date

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One copy of the Admission Agreement and any attachments shall be retained by the facility and one copy shall be given to the resident and/or their authorized representative. A photocopy is as valid as the original.

Note: Title 22, addresses the Admission Agreement requirements. The right of the licensing agency to perform inspections is contained in Title 22.