



**CANYON HOUSE**  
**Admission Agreement**

**C. FEES**

- |   |          |
|---|----------|
| a) One-time non-refundable processing fee:                        | \$450.00 |
| b) Basic monthly rate, shared/private room.                       | \$ _____ |
| c) Monthly incontinence fee (includes all incontinence supplies): | \$ _____ |
| d) Daily respite rate:  | \$ _____ |
| e) Total rate:  | \$ _____ |

\_\_\_\_\_ (Please initial)

The basic monthly rate, as stated above, does not include additional charges for optional services provided by the facility. There is no obligation to purchase any of these services.

**D. OPTIONAL SERVICES:**

- a) Transportation to doctors and dental appointments can be arranged with your approval.
- b) A hairdresser is available on a weekly basis, or as arranged. Please see hairdresser agreement, enclosed.
- c) Medications must be supplied by you. We can suggest several pharmacies, which deliver at no extra charge and bill you directly. You have the option to use your own pharmacy and/or bring the above to the facility, as needed.
- d) The in-house telephone is available to residents for local calls at no extra charge. If a resident wants a private phone, all rooms are equipped with a private line. You need to arrange and pay for service through the local phone company.
- e) An in-house podiatrist is available as needed and takes Medicare-assignment.
- f) Physical Therapy, Occupational Therapy, Nursing Care, etc...can be arranged in conjunction with a doctor's order.

**E. EVICTION PROCEDURES:**

The Licensee/Administrator of the facility may, upon thirty (30) days written notice to you, evict the Resident for one or more of the following reasons:

- a) Non-payment of the monthly fee within the due date.
- b) Failure of the Resident to comply with state/local law after written notice of the alleged violation.
- c) Failure of the Resident to comply with the enclosed House Rules, which are for the purpose of making it possible for all residents to live together.
- d) Inability of the Licensee to meet the Resident's needs. Based upon a reassessment of the Resident's needs, conducted pursuant to applicable regulations, if the Licensee/Administrator of the facility and the person who performs the reassessment determine that the facility is no longer appropriate for the Resident, the Resident will be given the opportunity to relocate.
- e) Change of use of the facility.
- f) The Licensee/Administrator may, upon obtaining prior and/or documented telephone approval from the Licensing Agency, evict the Resident upon Three-(3) day's written notice to evict. 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, which is a threat to the mental and/or physical health or safety of him/her or to others in the facility. In addition to notifying you of either the 30-day or the 3-day notice, a written report of the eviction shall be sent to the Licensing Agency, within 5 days.

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**F. RELOCATION AND APPEAL NOTICE:**

1. Resident's have the right to notice prior to an involuntary transfer, discharge, or eviction, the process by which the resident may appeal the decision, and a description of the relocation assistance offered by the facility.
2. Residents may appeal the decision as follows: An appeal in writing given to the Administrator.
3. The relocation assistance offered by the facility is as follows: Referral to a reputable referral agency.

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 had notice been given as required by the admission agreement. Visitors are welcome seven days/week, from 9:00 AM to 8:00 PM.

**G. FACILITY VISITING POLICY:**

Visitors are welcome seven days/week, from 9:00 AM to 8:00 PM. Should these hours be inconvenient, arrangements can be made with the facility staff to visit at other times.

**H. NOTICE OF RATE CHANGE:**

If rates are increased, you will be given a 60 day written notice of the change. However should the resident's condition change necessitating a higher level of care this notice period will not apply. In such a situation the new rate will be effective immediately after discussion and agreement between the resident's responsible party and the facility.

**I. REFUND POLICY, NOTICE PERIOD AND GENERAL RULES:**

If you reserve a bed prior to the move-in date of the potential resident, a deposit equivalent to half of the monthly fee will be required to reserve that bed. The deposit shall be non-refundable, but will apply to the monthly rate, either from the day the Resident moves in or from the following date: \_\_\_\_\_ as agreed between you and the facility.

After the Resident moves in, a 30-day written notice is required, if the Resident is going to move out. A Resident will only be deemed to have moved out if they and all their property have been removed from the premises. Should the Resident move out without being able (for example, due to death or illness) and/or is unwilling to give a 30-day notice, the notice period will start on the day that they move out. The unused prorated portion of the rest of the notice period's fees will only be refunded if a new resident takes that bed, prior to the end of the notice period. Any resident's property remaining on the premises after the notice period has expired will be disposed of at the Resident's/responsible party's expense.

If a resident must leave the facility temporarily, the holding rate for their room will be the same as the normal monthly rate.

**Licensee/Administrator reserves the right to reassign residents from one room to another in the same facility should circumstances require it. As a courtesy, we will try and inform the responsible party prior to the move. \_\_\_\_\_(initial)**

The Licensee will not be responsible for any cash, valuables or personal property brought into the facility. The Resident's family/responsible parties agree to not bring any medications, special foods or beverages into the facility without the knowledge of facility staff and/or Administrator.

The basic monthly rate is payable in advance, on the 1<sup>st</sup> day of the upcoming month. A late fee of 2% calculated on the cumulative outstanding balance still owed after the 5<sup>th</sup> of the month. If the 1<sup>st</sup> of the month is not a convenient date for the payment of the monthly rate, another date can be set, as agreed between you and the Licensee/Administrator.

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Please be aware that according to the California Code of Regulations Section 87344: Any duly authorized officer, employee or agent of the Department may, upon proper identification and upon stating the purpose of his/her visit, enter and inspect the entire premises at any time, with or without advance notice. Also, provisions shall be made for private interviews with any person receiving services or any staff member and for examination of all records relating to the operation of the facility.

You agree to:

- Pay the monthly fee in advance.
- Cooperate with the general policies above.
- Not to be destructive of the property of the facility or of other residents.
- The Resident's funding source is private.

**J. ACTIVITY AND SAFETY EXPECTATIONS.**

We encourage and assist our residents to participate in physical activities to the extent of their capabilities. In addition, as an RCFE operator, we are not permitted to restrain residents. Thus, falls and other personal injuries will occur from time to time.

**K. GREIVANCES/COMPLAINTS**

1. A copy of the facility grievance procedure for resolution of a resident's complaints is available to the resident or the resident's responsible person. The procedure informs residents of their rights to contact the Department of Social Services, the long-term care ombudsman, or both, regarding grievances against the facility.
2. I received notice that a copy of the facility grievance procedure for resolution of complaints is available to me, or my responsible person, and I was informed of my right to contact the Department of Social Services, the long-term care ombudsman, or both, regarding grievances against the facility.   (Resident or Responsible Person's Initials)
3. The Department of Social Services' address and telephone number are:  
851 Trager Ave. Suite 360, San Bruno, CA 94066      Tel. 650.266.8800
4. The Long-Term Care Ombudsman telephone number is: 650.349.7008

**L. ARBITRATION.**

BOTH PARTIES UNDERSTAND THAT AGREEING TO ARBITRATION IS NOT A CONDITION OF YOUR ADMISSION TO THE COMMUNITY. By initialing the line at the end of this paragraph, 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 us or any other individual or entity, shall be resolved by submission to neutral, binding arbitration; except that any claim or dispute involving unlawful detainer proceedings (eviction) or any claims that are brought in small claims court shall not be subject to arbitration unless 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 before a jury, and instead accept the use of arbitration. Arbitrations shall be administered by the National Arbitration Forum 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 National Arbitration Forum. Arbitrations will be held at an agreed upon location, or in the absence of such agreement, at \_\_\_\_\_. The dispute will be governed by the laws of California. The arbitrator's fee

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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. 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.

\_\_\_\_\_ (Initial/s)

By initialing the line at the end of this paragraph, 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. \_\_\_\_\_ (Initial/s)

I acknowledged that I received the following forms:

- Client/Resident Personal property and valuables including the Health & Safety Code Sections 1569.152 through 1569.154
- Personal Rights
- Release of Clients/Residents Medical Information
- Canyon House/Crescent Villa House Rules (If you would like to suggest rule changes, please talk to the administrator)
- Theft and Loss Policy
- Brochure entitled "Your Right to Make Decisions About Medical Treatment" PUB 325, and a copy of California Code of Regulations, Title 22, Sections 87575.1(b)&(c).

\_\_\_\_\_ (Initial/s):

Your signature below indicates that you have read, or have had read and explained to you, the provisions of this Admission Agreement and is signed by you voluntarily.

\_\_\_\_\_  
Your signature, the Resident/Responsible Party

\_\_\_/\_\_\_/\_\_\_  
Date

\_\_\_\_\_  
Signature of Licensee/Administrator

\_\_\_/\_\_\_/\_\_\_  
Date

