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Title 22@ Social Security

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Division 6@ Licensing of Community Care Facilities

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Chapter 8@ Residential Care Facilities for the Elderly (RCFE)

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Article 9@ Resident Records

|-&gt;

Section 87507@ Admission Agreements

## **87507 Admission Agreements**

### **(a)**

The licensee shall complete an individual written admission agreement, as defined in Section 87101(a), with each resident or the resident's representative, if any.

(1) The text of the admission agreement, including any attachments and modifications, shall be: (A) Printed in black type of not less than 12-point type size, on plain white paper. The print shall appear on one side of the paper only. (B) Written in clear, understandable, coherent, and unambiguous language, using words with common and everyday meanings, and shall be appropriately divided with each section appropriately titled.

### **(1)**

The text of the admission agreement, including any attachments and modifications, shall be: (A) Printed in black type of not less than 12-point type size, on plain white paper. The print shall appear on one side of the paper only. (B) Written in clear, understandable, coherent, and unambiguous language, using words with common and everyday meanings, and shall be appropriately divided with each section appropriately titled.

### **(A)**

Printed in black type of not less than 12-point type size, on plain white paper. The print shall appear on one side of the paper only.

### **(B)**

Written in clear, understandable, coherent, and unambiguous language, using words with common and everyday meanings, and shall be appropriately divided with each section appropriately titled.

**(b)**

The licensee shall complete and maintain in the resident's file a Telecommunications Device Notification form (LIC 9158, 11/04) for each resident whose pre-admission appraisal or medical assessment indicates he/she is deaf, hearing-impaired, or otherwise disabled in accordance with Public Utilities Code sections 2881(a) and (c).

**(c)**

Admission agreements shall be signed and dated, acknowledging the contents of the document, by the resident or the resident's representative, if any, and the licensee or the licensee's designated representative no later than seven days following admission. Attachments to the agreement may be utilized as long as they are also signed and dated as prescribed above.

**(d)**

The licensee shall retain in the resident's file the original signed and dated admission agreement and all subsequent signed and dated modifications. This does not apply to rate increases which have specific notification requirements as specified in Health and Safety Code section 1569.655.

**(e)**

The licensee shall provide a copy of the signed and dated current admission agreement, and all subsequent signed and dated modifications, to the resident or the resident's representative, if any, immediately upon signing the admission agreement or modification. The licensee shall provide additional copies to the resident or resident's representative upon request. (1) The licensee shall provide

blank copies of the most current approved admission agreement, modifications and attachments immediately to the public upon request. The licensee may charge fees at cost for copying or mailing the admission agreement. (2) The licensee shall conspicuously post in a location accessible to public view in the facility a complete copy of the approved admission agreement, modifications and attachments, or notice of their availability from the facility.

**(1)**

The licensee shall provide blank copies of the most current approved admission agreement, modifications and attachments immediately to the public upon request. The licensee may charge fees at cost for copying or mailing the admission agreement.

**(2)**

The licensee shall conspicuously post in a location accessible to public view in the facility a complete copy of the approved admission agreement, modifications and attachments, or notice of their availability from the facility.

**(f)**

The licensee shall comply with all applicable terms and conditions set forth in the admission agreement, including all modifications and attachments.

**(g)**

Admission agreements shall specify the following: (1) Basic services, as defined in Section 87101(b), to be made available. (2) Additional items and services which are available. (3) Payment provisions, including the following:(A) Rate for all basic services which the facility is required to provide in order to obtain and maintain a license. Basic services rate(s), including: 1. A comprehensive description of any items and services provided under a single fee, such as monthly fee for room, board and other items and services shall be listed. 2. A comprehensive description of and the corresponding fee schedule for all basic

services not included in the single fee shall be listed. 3. Exempt-income-allowance may be included if the resident agrees to such charge. (B) Rate for additional items and services, including:

1. A comprehensive description of and the corresponding fee schedule for all additional items and services not included in the fees for basic services shall be listed.
2. A separate charge for an item or service may be assessed only if that charge is included in and authorized by the admission agreement.
3. A statement acknowledging any additional items and/or services that the resident refused to purchase at the time the admission agreement was signed, which shall be signed and dated by the resident or the resident's representative, if any, and attached to the admission agreement.
4. If the licensee offers additional items and/or services that were not available at the time the admission agreement was signed, a list of these services and charges shall be provided to the resident or the resident's representative.
5. A statement acknowledging the acceptance or refusal to purchase additional services that were not available at the time the admission agreement was signed, which shall be signed and dated by the resident or the resident's representative, if any, shall be attached to the admission agreement.
6. The use of third-party services within the facility shall be explained as they are related to the resident's service plan, including but not limited to, ancillary health, and medical services, how they may be arranged, accessed and monitored, any restrictions on third-party services, and who is financially responsible for the third-party services.

(C) Any fee that is charged prior to or after admission, shall be clearly specified.

1. If a licensee charges a preadmission fee, the licensee must provide the applicant or his or her representative with a written general statement describing all costs associated with the preadmission fee charges and stating that the preadmission fee is refundable, and describing conditions for the refund.
2. Only one

preadmission fee, as defined in Section 87101(p), may be charged per resident admission. 3. A recipient under the State Supplementary Program for the Aged, Blind and Disabled Article 5 (commencing with Section 12200) of Chapter 3 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be required to pay any form of preadmission fee or deposit. 4. A licensee shall not require, request, or accept any funds from a resident or a resident's representative, if any, that constitutes a deposit against any possible damages by the resident. (D) Payor of all items and services. (E) Due Date. (F) Funding source, provided that the resident may refuse to disclose such source. (G) A comprehensive description of billing and payment procedures. (H) A provision indicating that an itemized monthly statement that lists all separate charges incurred by the resident that are collected by the facility shall be provided to the resident or the resident's representative, if any. (4) Modification conditions, including the requirement for the provision of at least 60 days prior written notice to the resident of any rate or rate structure change, or as soon as the licensee is notified of SSI/SSP rate changes. (A) Admission agreements involving persons whose care is funded at government-prescribed rates may specify that operative dates of government modifications shall be considered operative dates for basic service rate modifications. (B) The conditions under which a licensee may increase or change rates shall be specified in the admission agreement, pursuant to Health and Safety Code sections 1569.655 and 1569.657. (5) Refund conditions. (A) Facility policy concerning refunds, including the conditions under which a refund for advanced monthly fees will be returned in the event of a resident's death, pursuant to Health and Safety Code section 1569.652. 1. Written notice, required pursuant to Health and Safety Code section 1569.652(d), must be made to the individual or entity contractually responsible for the payment of the resident's

fees, if that individual or entity is not also the resident's responsible person or other individual or individuals as identified in the admission agreement. (B) When the Department orders relocation of a resident under the provisions of Section 87223, the resident shall not be held responsible for meeting any advance notice requirement imposed by the licensee in the admission agreement. The licensee shall refund any money to which the resident would have been entitled had notice been given as required by the admission agreement. (C) The licensee shall refund any prepaid monthly fees to a resident or the resident's representative, if any, as follows:

1. If a licensee forfeits the license upon the sale or transfer of the facility resulting in the resident's transfer, as specified in Health and Safety Code section 1569.682(a), the licensee surrenders the license or the licensee abandons the facility.
2. If there is a change of use of the facility pursuant to Section 87224(a)(5).

(D) The refund of prepaid monthly fees for any condition listed in (C)1. and (C)2. above shall be given as specified below:

1. If the resident provides notice five days before the resident leaves the facility, the proportional daily amount of any prepaid monthly fee(s) shall be refunded at the time the resident leaves the facility and the unit is vacated.
2. If the resident does not provide the above 5-day notice the licensee shall refund a proportional daily amount of any prepaid monthly fee(s) within seven days from the date that the resident leaves the facility and the unit is vacated.

(E) Preadmission fees shall be refunded according to the following conditions:

1. A 100 percent refund of a preadmission fee shall be provided to an applicant or the applicant's representative if:
  - a. The applicant decides not to enter the facility prior to the facility completing a preadmission appraisal as defined in Section 87457.
  - b. The licensee fails to provide full written disclosure of preadmission fee charges and refund conditions.
2. Unless Section 87507(g)(5)(E)1. applies, paid preadmission fees that are

greater than five hundred dollars (\$500) shall be refunded to an applicant, resident, or the applicant/resident's representative in the following manner:

- a. A refund of at least 80 percent of the preadmission fee in excess of \$500 shall be provided if the applicant does not enter the facility after a preadmission appraisal is conducted, or the resident leaves the facility for any reason during the first month of residency.
- b. A refund of at least 60 percent of the preadmission fee in excess of \$500 shall be provided if the resident leaves the facility for any reason during the second month of residency.
- c. A refund of at least 40 percent of the preadmission fee in excess of \$500 shall be provided if the resident leaves the facility for any reason during the third month of residency.
- d. If the resident has lived in the facility for four or more months, the licensee may, but is not required to, make a refund of the preadmission fee.

3. Notwithstanding Section 87507(g)(5)(E)1., paid preadmission fees greater than five hundred dollars (\$500) shall be refunded to a resident or the resident's representative as follows:

- a. If a licensee forfeits the license upon the sale or transfer of the facility resulting in the resident's transfer, as specified in Health and Safety Code section 1569.682(a), the licensee surrenders the license, the licensee abandons the facility, or if there is a change of use of the facility pursuant to Section 87224(a)(5):
  - i. A 100 percent refund shall be provided if preadmission fees in excess of \$500 were paid within six months of the eviction notice.
  - ii. A 75 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than six but not more than 12 months before the eviction notice.
  - iii. A 50 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than 12 but not more than 18 months before the eviction notice.
  - iv. A 25 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than 18 but less than 25 months before the eviction notice.
  - v. No preadmission refund is required if

preadmission fees were paid 25 months or more before the eviction notice. b. If a resident transfers from the facility due to a notice of temporary suspension or revocation of a license, paid preadmission fees shall be refunded as specified in Health and Safety Code Section 1569.525(f). c. Refunds required by Section 87507(g)(5)(E)3. shall be paid within 15 days of issuing the notice. The resident may request that the licensee provide a credit towards the resident's monthly fees in lieu of the preadmission fee refund. (6) The Department or licensing agency's authority to examine residents' records as a part of their evaluation of the facility. (7) The facility's policy concerning family visits and other communication with residents, pursuant to Health and Safety Code section 1569.313. (8) General facility policies that are for the purpose of making it possible for residents to live together. (A) All facility policies shall be reasonable, and shall not violate any applicable rights, laws or regulations. (B) Procedures for residents to suggest changes to facility policies shall be specified. (C) All policies concerning the retention or prohibition of firearms by residents of the facility. 1. If the licensee permits residents to retain firearms at the facility, such firearms shall be stored in compliance with Health and Safety Code section 1569.282. (9) Notification of the availability of the facility grievance procedure(s) to address and resolve resident complaints regarding facility practices. (10) The requirements pertaining to the involuntary transfer or eviction of residents, including: (A) The actions, circumstances, or conditions listed in Section 87224, Eviction Procedures, that may result in the resident's eviction from the facility. Except for general facility policies developed pursuant to Section 87224(a)(3), the eviction provisions shall not be modified. (B) Only those grounds specified under state law or regulation that allow for an involuntary transfer or eviction of a resident. Grounds not specified under state law or regulation shall not be included. (C) The justification,



worded exactly as shown in the applicable state law or regulation, that permits an eviction. (D) An explanation of the resident's right to notice prior to an involuntary transfer, discharge, or eviction as specified in Health and Safety Code sections 1569.682 and 1569.683. (E) The process by which the resident may file a complaint with the department regarding the eviction as specified in Health and Safety Code sections 1569.682(a)(2)(E) and 1569.683(a)(3). (F) The relocation assistance offered by the licensee. (G) 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. (11) Other conditions under which the agreement may be terminated. (12) A resident's right to contact the State Department of Social Services, the long-term care ombudsman, or both, regarding grievances against the facility.

**(1)**

Basic services, as defined in Section 87101(b), to be made available.

**(2)**

Additional items and services which are available.

**(3)**

Payment provisions, including the following: (A) Rate for all basic services which the facility is required to provide in order to obtain and maintain a license. Basic services rate(s), including: 1. A comprehensive description of any items and services provided under a single fee, such as monthly fee for room, board and other items and services shall be listed. 2. A comprehensive description of and the corresponding fee schedule for all basic services not included in the single fee shall be listed. 3.

Exempt-income-allowance may be included if the resident agrees to such charge. (B)

Rate for additional items and services, including: 1. A comprehensive description of and

the corresponding fee schedule for all additional items and services not included in the fees for basic services shall be listed. 2. A separate charge for an item or service may be assessed only if that charge is included in and authorized by the admission agreement. 3. A statement acknowledging any additional items and/or services that the resident refused to purchase at the time the admission agreement was signed, which shall be signed and dated by the resident or the resident's representative, if any, and attached to the admission agreement. 4. If the licensee offers additional items and/or services that were not available at the time the admission agreement was signed, a list of these services and charges shall be provided to the resident or the resident's representative. 5. A statement acknowledging the acceptance or refusal to purchase additional services that were not available at the time the admission agreement was signed, which shall be signed and dated by the resident or the resident's representative, if any, shall be attached to the admission agreement. 6. The use of third-party services within the facility shall be explained as they are related to the resident's service plan, including but not limited to, ancillary health, and medical services, how they may be arranged, accessed and monitored, any restrictions on third-party services, and who is financially responsible for the third-party services. (C) Any fee that is charged prior to or after admission, shall be clearly specified. 1. If a licensee charges a preadmission fee, the licensee must provide the applicant or his or her representative with a written general statement describing all costs associated with the preadmission fee charges and stating that the preadmission fee is refundable, and describing conditions for the refund. 2. Only one preadmission fee, as defined in Section 87101(p), may be charged per resident admission. 3. A recipient under the State Supplementary Program for the Aged, Blind and Disabled Article 5 (commencing with Section 12200) of Chapter 3 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be required to pay any form of preadmission fee or deposit. 4. A licensee

shall not require, request, or accept any funds from a resident or a resident's representative, if any, that constitutes a deposit against any possible damages by the resident. (D) Payor of all items and services. (E) Due Date. (F) Funding source, provided that the resident may refuse to disclose such source. (G) A comprehensive description of billing and payment procedures. (H) A provision indicating that an itemized monthly statement that lists all separate charges incurred by the resident that are collected by the facility shall be provided to the resident or the resident's representative, if any.

**(A)**

Rate for all basic services which the facility is required to provide in order to obtain and maintain a license. Basic services rate(s), including:

1. A comprehensive description of any items and services provided under a single fee, such as monthly fee for room, board and other items and services shall be listed.
2. A comprehensive description of and the corresponding fee schedule for all basic services not included in the single fee shall be listed.
3. Exempt-income-allowance may be included if the resident agrees to such charge.

**1.**

A comprehensive description of any items and services provided under a single fee, such as monthly fee for room, board and other items and services shall be listed.

**2.**

A comprehensive description of and the corresponding fee schedule for all basic services not included in the single fee shall be listed.

**3.**

Exempt-income-allowance may be included if the resident agrees to such charge.

**(B)**

Rate for additional items and services, including:

1. A comprehensive description of and the corresponding fee schedule for all additional items and services not included in the fees for

basic services shall be listed. 2. A separate charge for an item or service may be assessed only if that charge is included in and authorized by the admission agreement. 3. A statement acknowledging any additional items and/or services that the resident refused to purchase at the time the admission agreement was signed, which shall be signed and dated by the resident or the resident's representative, if any, and attached to the admission agreement. 4. If the licensee offers additional items and/or services that were not available at the time the admission agreement was signed, a list of these services and charges shall be provided to the resident or the resident's representative. 5. A statement acknowledging the acceptance or refusal to purchase additional services that were not available at the time the admission agreement was signed, which shall be signed and dated by the resident or the resident's representative, if any, shall be attached to the admission agreement. 6. The use of third-party services within the facility shall be explained as they are related to the resident's service plan, including but not limited to, ancillary health, and medical services, how they may be arranged, accessed and monitored, any restrictions on third-party services, and who is financially responsible for the third-party services.

**1.**

A comprehensive description of and the corresponding fee schedule for all additional items and services not included in the fees for basic services shall be listed.

**2.**

A separate charge for an item or service may be assessed only if that charge is included in and authorized by the admission agreement.

**3.**

A statement acknowledging any additional items and/or services that the resident refused to purchase at the time the admission agreement was signed, which shall be signed and dated by the resident or the resident's representative, if any, and attached to the admission agreement.

**4.**

If the licensee offers additional items and/or services that were not available at the time the admission agreement was signed, a list of these services and charges shall be provided to the resident or the resident's representative.

**5.**

A statement acknowledging the acceptance or refusal to purchase additional services that were not available at the time the admission agreement was signed, which shall be signed and dated by the resident or the resident's representative, if any, shall be attached to the admission agreement.

**6.**

The use of third-party services within the facility shall be explained as they are related to the resident's service plan, including but not limited to, ancillary health, and medical services, how they may be arranged, accessed and monitored, any restrictions on third-party services, and who is financially responsible for the third-party services.

**(C)**

Any fee that is charged prior to or after admission, shall be clearly specified. 1. If a licensee charges a preadmission fee, the licensee must provide the applicant or his or her representative with a written general statement describing all costs associated with the preadmission fee charges and stating that the preadmission fee is refundable, and describing conditions for the refund. 2. Only one preadmission fee, as defined in Section 87101(p), may be charged per resident admission. 3. A recipient under the State Supplementary Program for the Aged, Blind and Disabled Article 5 (commencing with Section 12200) of Chapter 3 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be required to pay any form of preadmission fee or deposit. 4. A licensee shall not require, request, or accept any funds from a resident or a resident's representative, if any, that constitutes a deposit against any possible damages by the resident.

**1.**

If a licensee charges a preadmission fee, the licensee must provide the applicant or his or her

representative with a written general statement describing all costs associated with the preadmission fee charges and stating that the preadmission fee is refundable, and describing conditions for the refund.

**2.**

Only one preadmission fee, as defined in Section 87101(p), may be charged per resident admission.

**3.**

A recipient under the State Supplementary Program for the Aged, Blind and Disabled Article 5 (commencing with Section 12200) of Chapter 3 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be required to pay any form of preadmission fee or deposit.

**4.**

A licensee shall not require, request, or accept any funds from a resident or a resident's representative, if any, that constitutes a deposit against any possible damages by the resident.

**(D)**

Payor of all items and services.

**(E)**

Due Date.

**(F)**

Funding source, provided that the resident may refuse to disclose such source.

**(G)**

A comprehensive description of billing and payment procedures.

**(H)**

A provision indicating that an itemized monthly statement that lists all separate charges incurred by the resident that are collected by the facility shall be provided to the resident or the resident's representative, if any.

**(4)**

Modification conditions, including the requirement for the provision of at least 60 days prior written notice to the resident of any rate or rate structure change, or as soon as the licensee is notified of SSI/SSP rate changes. (A) Admission agreements involving persons whose care is funded at government-prescribed rates may specify that operative dates of government modifications shall be considered operative dates for basic service rate modifications. (B) The conditions under which a licensee may increase or change rates shall be specified in the admission agreement, pursuant to Health and Safety Code sections 1569.655 and 1569.657.

**(A)**

Admission agreements involving persons whose care is funded at government-prescribed rates may specify that operative dates of government modifications shall be considered operative dates for basic service rate modifications.

**(B)**

The conditions under which a licensee may increase or change rates shall be specified in the admission agreement, pursuant to Health and Safety Code sections 1569.655 and 1569.657.

**(5)**

Refund conditions. (A) Facility policy concerning refunds, including the conditions under which a refund for advanced monthly fees will be returned in the event of a resident's death, pursuant to Health and Safety Code section 1569.652. 1. Written notice, required pursuant to Health and Safety Code section 1569.652(d), must be made to the individual or entity contractually responsible for the payment of the resident's fees, if that individual or entity is not also the resident's responsible person or other individual or individuals as identified in the admission agreement. (B) When the Department orders relocation of a resident under the provisions of Section 87223, the resident shall not be held responsible for meeting any advance notice requirement

imposed by the licensee in the admission agreement. The licensee shall refund any money to which the resident would have been entitled had notice been given as required by the admission agreement. (C) The licensee shall refund any prepaid monthly fees to a resident or the resident's representative, if any, as follows: 1. If a licensee forfeits the license upon the sale or transfer of the facility resulting in the resident's transfer, as specified in Health and Safety Code section 1569.682(a), the licensee surrenders the license or the licensee abandons the facility. 2. If there is a change of use of the facility pursuant to Section 87224(a)(5). (D) The refund of prepaid monthly fees for any condition listed in (C)1. and (C)2. above shall be given as specified below: 1. If the resident provides notice five days before the resident leaves the facility, the proportional daily amount of any prepaid monthly fee(s) shall be refunded at the time the resident leaves the facility and the unit is vacated. 2. If the resident does not provide the above 5-day notice the licensee shall refund a proportional daily amount of any prepaid monthly fee(s) within seven days from the date that the resident leaves the facility and the unit is vacated. (E) Preadmission fees shall be refunded according to the following conditions: 1. A 100 percent refund of a preadmission fee shall be provided to an applicant or the applicant's representative if: a. The applicant decides not to enter the facility prior to the facility completing a preadmission appraisal as defined in Section 87457. b. The licensee fails to provide full written disclosure of preadmission fee charges and refund conditions. 2. Unless Section 87507(g)(5)(E)1. applies, paid preadmission fees that are greater than five hundred dollars (\$500) shall be refunded to an applicant, resident, or the applicant/resident's representative in the following manner: a. A refund of at least 80 percent of the preadmission fee in excess of \$500 shall be provided if the applicant does not enter the facility after a preadmission appraisal is conducted, or the resident leaves the facility for any reason during the first month of residency. b. A refund of at



least 60 percent of the preadmission fee in excess of \$500 shall be provided if the resident leaves the facility for any reason during the second month of residency. c. A refund of at least 40 percent of the preadmission fee in excess of \$500 shall be provided if the resident leaves the facility for any reason during the third month of residency. d. If the resident has lived in the facility for four or more months, the licensee may, but is not required to, make a refund of the preadmission fee. 3. Notwithstanding Section 87507(g)(5)(E)1., paid preadmission fees greater than five hundred dollars (\$500) shall be refunded to a resident or the resident's representative as follows: a. If a licensee forfeits the license upon the sale or transfer of the facility resulting in the resident's transfer, as specified in Health and Safety Code section 1569.682(a), the licensee surrenders the license, the licensee abandons the facility, or if there is a change of use of the facility pursuant to Section 87224(a)(5): i. A 100 percent refund shall be provided if preadmission fees in excess of \$500 were paid within six months of the eviction notice. ii. A 75 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than six but not more than 12 months before the eviction notice. iii. A 50 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than 12 but not more than 18 months before the eviction notice. iv. A 25 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than 18 but less than 25 months before the eviction notice. v. No preadmission refund is required if preadmission fees were paid 25 months or more before the eviction notice. b. If a resident transfers from the facility due to a notice of temporary suspension or revocation of a license, paid preadmission fees shall be refunded as specified in Health and Safety Code Section 1569.525(f). c. Refunds required by Section 87507(g)(5)(E)3. shall be paid within 15 days of issuing the notice. The resident may request that the licensee provide a credit towards the resident's monthly fees in lieu of the preadmission fee refund.

**(A)**

Facility policy concerning refunds, including the conditions under which a refund for advanced monthly fees will be returned in the event of a resident's death, pursuant to Health and Safety Code section 1569.652. 1. Written notice, required pursuant to Health and Safety Code section 1569.652(d), must be made to the individual or entity contractually responsible for the payment of the resident's fees, if that individual or entity is not also the resident's responsible person or other individual or individuals as identified in the admission agreement.

**1.**

Written notice, required pursuant to Health and Safety Code section 1569.652(d), must be made to the individual or entity contractually responsible for the payment of the resident's fees, if that individual or entity is not also the resident's responsible person or other individual or individuals as identified in the admission agreement.

**(B)**

When the Department orders relocation of a resident under the provisions of Section 87223, the resident shall not be held responsible for meeting any advance notice requirement imposed by the licensee in the admission agreement. The licensee shall refund any money to which the resident would have been entitled had notice been given as required by the admission agreement.

**(C)**

The licensee shall refund any prepaid monthly fees to a resident or the resident's representative, if any, as follows: 1. If a licensee forfeits the license upon the sale or transfer of the facility resulting in the resident's transfer, as specified in Health and Safety Code section 1569.682(a), the licensee surrenders the license or the licensee abandons the facility. 2. If there is a change of use of the facility pursuant to Section 87224(a)(5).

**1.**

If a licensee forfeits the license upon the sale or transfer of the facility resulting in the resident's transfer, as specified in Health and Safety Code section 1569.682(a), the licensee surrenders the license or the licensee abandons the facility.

**2.**

If there is a change of use of the facility pursuant to Section 87224(a)(5).

**(D)**

The refund of prepaid monthly fees for any condition listed in (C)1. and (C)2. above shall be given as specified below: 1. If the resident provides notice five days before the resident leaves the facility, the proportional daily amount of any prepaid monthly fee(s) shall be refunded at the time the resident leaves the facility and the unit is vacated. 2. If the resident does not provide the above 5-day notice the licensee shall refund a proportional daily amount of any prepaid monthly fee(s) within seven days from the date that the resident leaves the facility and the unit is vacated.

**1.**

If the resident provides notice five days before the resident leaves the facility, the proportional daily amount of any prepaid monthly fee(s) shall be refunded at the time the resident leaves the facility and the unit is vacated.

**2.**

If the resident does not provide the above 5-day notice the licensee shall refund a proportional daily amount of any prepaid monthly fee(s) within seven days from the date that the resident leaves the facility and the unit is vacated.

**(E)**

Preadmission fees shall be refunded according to the following conditions: 1. A 100 percent refund of a preadmission fee shall be provided to an applicant or the applicant's representative if: a. The applicant decides not to enter the facility prior to the facility completing a preadmission appraisal as defined in Section 87457. b. The licensee fails to

provide full written disclosure of preadmission fee charges and refund conditions. 2. Unless Section 87507(g)(5)(E)1. applies, paid preadmission fees that are greater than five hundred dollars (\$500) shall be refunded to an applicant, resident, or the applicant/resident's representative in the following manner: a. A refund of at least 80 percent of the preadmission fee in excess of \$500 shall be provided if the applicant does not enter the facility after a preadmission appraisal is conducted, or the resident leaves the facility for any reason during the first month of residency. b. A refund of at least 60 percent of the preadmission fee in excess of \$500 shall be provided if the resident leaves the facility for any reason during the second month of residency. c. A refund of at least 40 percent of the preadmission fee in excess of \$500 shall be provided if the resident leaves the facility for any reason during the third month of residency. d. If the resident has lived in the facility for four or more months, the licensee may, but is not required to, make a refund of the preadmission fee. 3.

Notwithstanding Section 87507(g)(5)(E)1., paid preadmission fees greater than five hundred dollars (\$500) shall be refunded to a resident or the resident's representative as follows: a. If a licensee forfeits the license upon the sale or transfer of the facility resulting in the resident's transfer, as specified in Health and Safety Code section 1569.682(a), the licensee surrenders the license, the licensee abandons the facility, or if there is a change of use of the facility pursuant to Section 87224(a)(5): i. A 100 percent refund shall be provided if preadmission fees in excess of \$500 were paid within six months of the eviction notice. ii. A 75 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than six but not more than 12 months before the eviction notice. iii. A 50 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than 12 but not more than 18 months before the eviction notice. iv. A 25 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than 18 but less than 25 months before the eviction notice. v. No preadmission refund is required if preadmission fees were paid 25 months or more before the eviction notice. b. If a resident transfers from the facility due to

a notice of temporary suspension or revocation of a license, paid preadmission fees shall be refunded as specified in Health and Safety Code Section 1569.525(f). c. Refunds required by Section 87507(g)(5)(E)3. shall be paid within 15 days of issuing the notice. The resident may request that the licensee provide a credit towards the resident's monthly fees in lieu of the preadmission fee refund.

**1.**

A 100 percent refund of a preadmission fee shall be provided to an applicant or the applicant's representative if:

- a. The applicant decides not to enter the facility prior to the facility completing a preadmission appraisal as defined in Section 87457.
- b. The licensee fails to provide full written disclosure of preadmission fee charges and refund conditions.

**a.**

The applicant decides not to enter the facility prior to the facility completing a preadmission appraisal as defined in Section 87457.

**b.**

The licensee fails to provide full written disclosure of preadmission fee charges and refund conditions.

**2.**

Unless Section 87507(g)(5)(E)1. applies, paid preadmission fees that are greater than five hundred dollars (\$500) shall be refunded to an applicant, resident, or the applicant/resident's representative in the following manner:

- a. A refund of at least 80 percent of the preadmission fee in excess of \$500 shall be provided if the applicant does not enter the facility after a preadmission appraisal is conducted, or the resident leaves the facility for any reason during the first month of residency.
- b. A refund of at least 60 percent of the preadmission fee in excess of \$500 shall be provided if the resident leaves the facility for any reason during the second month of residency.
- c. A refund of at least 40 percent of the preadmission fee in excess of \$500 shall be provided if the resident leaves the facility for any reason during the third month of residency.
- d. If the resident has lived in the facility for four or more months, the licensee may, but is not required to, make a refund of the

preadmission fee.

**a.**

A refund of at least 80 percent of the preadmission fee in excess of \$500 shall be provided if the applicant does not enter the facility after a preadmission appraisal is conducted, or the resident leaves the facility for any reason during the first month of residency.

**b.**

A refund of at least 60 percent of the preadmission fee in excess of \$500 shall be provided if the resident leaves the facility for any reason during the second month of residency.

**c.**

A refund of at least 40 percent of the preadmission fee in excess of \$500 shall be provided if the resident leaves the facility for any reason during the third month of residency.

**d.**

If the resident has lived in the facility for four or more months, the licensee may, but is not required to, make a refund of the preadmission fee.

**3.**

Notwithstanding Section 87507(g)(5)(E)1., paid preadmission fees greater than five hundred dollars (\$500) shall be refunded to a resident or the resident's representative as follows: a. If a licensee forfeits the license upon the sale or transfer of the facility resulting in the resident's transfer, as specified in Health and Safety Code section 1569.682(a), the licensee surrenders the license, the licensee abandons the facility, or if there is a change of use of the facility pursuant to Section 87224(a)(5): i. A 100 percent refund shall be provided if preadmission fees in excess of \$500 were paid within six months of the eviction notice. ii. A 75 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than six but not more than 12 months before the eviction notice. iii. A 50 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than 12 but not more than 18 months before the eviction notice. iv. A 25 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than 18 but less than

25 months before the eviction notice. v. No preadmission refund is required if preadmission fees were paid 25 months or more before the eviction notice. b. If a resident transfers from the facility due to a notice of temporary suspension or revocation of a license, paid preadmission fees shall be refunded as specified in Health and Safety Code Section 1569.525(f). c. Refunds required by Section 87507(g)(5)(E)3. shall be paid within 15 days of issuing the notice. The resident may request that the licensee provide a credit towards the resident's monthly fees in lieu of the preadmission fee refund.

**a.**

If a licensee forfeits the license upon the sale or transfer of the facility resulting in the resident's transfer, as specified in Health and Safety Code section 1569.682(a), the licensee surrenders the license, the licensee abandons the facility, or if there is a change of use of the facility pursuant to Section 87224(a)(5): i. A 100 percent refund shall be provided if preadmission fees in excess of \$500 were paid within six months of the eviction notice. ii. A 75 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than six but not more than 12 months before the eviction notice. iii. A 50 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than 12 but not more than 18 months before the eviction notice. iv. A 25 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than 18 but less than 25 months before the eviction notice. v. No preadmission refund is required if preadmission fees were paid 25 months or more before the eviction notice.

**i.**

A 100 percent refund shall be provided if preadmission fees in excess of \$500 were paid within six months of the eviction notice.

**ii.**

A 75 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than six but not more than 12 months before the eviction notice.

**iii.**

A 50 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than 12 but not more than

18 months before the eviction notice.

**iv.**

A 25 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than 18 but less than 25 months before the eviction notice.

**v.**

No preadmission refund is required if preadmission fees were paid 25 months or more before the eviction notice.

**b.**

If a resident transfers from the facility due to a notice of temporary suspension or revocation of a license, paid preadmission fees shall be refunded as specified in Health and Safety Code Section 1569.525(f).

**c.**

Refunds required by Section 87507(g)(5)(E)3. shall be paid within 15 days of issuing the notice. The resident may request that the licensee provide a credit towards the resident's monthly fees in lieu of the preadmission fee refund.

**(6)**

The Department or licensing agency's authority to examine residents' records as a part of their evaluation of the facility.

**(7)**

The facility's policy concerning family visits and other communication with residents, pursuant to Health and Safety Code section 1569.313.

**(8)**

General facility policies that are for the purpose of making it possible for residents to live together. (A) All facility policies shall be reasonable, and shall not violate any applicable rights, laws or regulations. (B) Procedures for residents to suggest changes to facility policies shall be specified. (C) All policies concerning the retention or prohibition of firearms by residents of the facility. 1. If the licensee permits residents to retain firearms at the facility, such firearms shall be stored in compliance with Health



and Safety Code section 1569.282.

**(A)**

All facility policies shall be reasonable, and shall not violate any applicable rights, laws or regulations.

**(B)**

Procedures for residents to suggest changes to facility policies shall be specified.

**(C)**

All policies concerning the retention or prohibition of firearms by residents of the facility. 1.

If the licensee permits residents to retain firearms at the facility, such firearms shall be stored in compliance with Health and Safety Code section 1569.282.

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If the licensee permits residents to retain firearms at the facility, such firearms shall be stored in compliance with Health and Safety Code section 1569.282.

**(9)**

Notification of the availability of the facility grievance procedure(s) to address and resolve resident complaints regarding facility practices.

**(10)**

The requirements pertaining to the involuntary transfer or eviction of residents, including:(A) The actions, circumstances, or conditions listed in Section 87224, Eviction Procedures, that may result in the resident's eviction from the facility. Except for general facility policies developed pursuant to Section 87224(a)(3), the eviction provisions shall not be modified. (B) Only those grounds specified under state law or regulation that allow for an involuntary transfer or eviction of a resident. Grounds not specified under state law or regulation shall not be included. (C) The justification, worded exactly as shown in the applicable state law or regulation, that permits an eviction. (D) An explanation of the resident's right to notice prior to an involuntary

transfer, discharge, or eviction as specified in Health and Safety Code sections 1569.682 and 1569.683. (E) The process by which the resident may file a complaint with the department regarding the eviction as specified in Health and Safety Code sections 1569.682(a)(2)(E) and 1569.683(a)(3). (F) The relocation assistance offered by the licensee. (G) 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.

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The actions, circumstances, or conditions listed in Section 87224, Eviction Procedures, that may result in the resident's eviction from the facility. Except for general facility policies developed pursuant to Section 87224(a)(3), the eviction provisions shall not be modified.

**(B)**

Only those grounds specified under state law or regulation that allow for an involuntary transfer or eviction of a resident. Grounds not specified under state law or regulation shall not be included.

**(C)**

The justification, worded exactly as shown in the applicable state law or regulation, that permits an eviction.

**(D)**

An explanation of the resident's right to notice prior to an involuntary transfer, discharge, or eviction as specified in Health and Safety Code sections 1569.682 and 1569.683.

**(E)**

The process by which the resident may file a complaint with the department regarding the eviction as specified in Health and Safety Code sections 1569.682(a)(2)(E) and 1569.683(a)(3).

**(F)**

The relocation assistance offered by the licensee.

**(G)**

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.

**(11)**

Other conditions under which the agreement may be terminated.

**(12)**

A resident's right to contact the State Department of Social Services, the long-term care ombudsman, or both, regarding grievances against the facility.

**(h)**

The admission agreement shall not contain the following: (1) Any provision that is prohibited from being included in the admission agreement. (2) Written or oral agreements to waive facility responsibility or liability for the health, safety or the personal property of residents, or the provision of safe and healthful facilities, equipment and accommodations. (3) Any provision that the facility knows or should know is deceptive or unlawful under applicable state or federal law. (4) Any provision that violates the rights of any residents including but not limited to those specified in Section 87468 and in Health and Safety Code section 1569 et seq.

**(1)**

Any provision that is prohibited from being included in the admission agreement.

**(2)**

Written or oral agreements to waive facility responsibility or liability for the health, safety or the personal property of residents, or the provision of safe and healthful

facilities, equipment and accommodations.

**(3)**

Any provision that the facility knows or should know is deceptive or unlawful under applicable state or federal law.

**(4)**

Any provision that violates the rights of any residents including but not limited to those specified in Section 87468 and in Health and Safety Code section 1569 et seq.

**(i)**

The admission agreement shall not require advance notice for its termination upon the death of the resident.

**(j)**

No licensee shall enter into any continuing care contract with any person without approval by the Department in accordance with Health and Safety Code, Chapter 10, Division 2.

**(k)**

The admission agreement shall be reviewed at the time of the compliance visit and in response to a complaint involving the admission agreement.

**(l)**

The licensee shall attach a copy of applicable resident's rights specified by law or regulation to all admission agreements, and shall include information on the reporting of suspected or known elder and dependent abuse, as set forth in Health and Safety Code Section 1569.889.