

**KENDAL AT VENTURA, A KENDAL AFFILIATE**  
**RESIDENCE AND SERVICES AGREEMENT**

(Charter Member 85% Repayment Option)

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## **ACKNOWLEDGEMENT FORM**

<b>APPENDIX A</b>	<b>SCHEDULE OF FEES FOR OPTIONAL SERVICES</b>
<b>APPENDIX B</b>	<b>RESIDENTIAL TEMPORARY RELOCATION</b>
<b>APPENDIX C</b>	<b>RETENTION LIMITATIONS</b>
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# RESIDENCE AND SERVICES AGREEMENT

(Charter Member 85% Repayment Option)

This Residence and Services Agreement (this "Agreement") is effective as of \_\_\_\_\_ 20\_\_, (the "Effective Date") by and between Kendal at Ventura, a California nonprofit public benefit corporation (the "Provider") and

\_\_\_\_\_, ("you" or "Resident"). (If more than one person is signing this Agreement, these terms refer to each of you individually, and to both of you together, and the rights and obligations of each of you are joint and several, except as the context of this Agreement otherwise requires).

## RECITALS

**A.** Provider owns and operates a Continuing Care Retirement Community known as Kendal at Ventura, a Kendal Affiliate located at \_\_\_\_\_, Simi Valley, CA 93063 ("Kendal at Ventura"). Provider offers residency, care and services at Kendal at Ventura to people aged 60 and older. Kendal at Ventura welcomes all eligible people and affords equal treatment and access to services regardless of sex, race, color, religion, national origin, marital status, registered domestic partner status, ancestry, actual or perceived sexual orientation, or actual or perceived gender identity.

**B.** Provider is a not-for-profit corporation governed by a Board of Directors. Provider is affiliated with Kendal Aging d/b/a Kendal California, a California not-for-profit corporation ("Kendal California"), through provisions in its Bylaws. Provider and Kendal California reserve the right to modify this relationship at any time. No organization other than Provider has any financial responsibility for Kendal at Ventura.

**C.** You have applied for residency at Kendal at Ventura and Provider has approved your application. The purpose of this Agreement is to provide a statement of the services that Provider will furnish to you at Kendal at Ventura and other legal

obligations Provider will assume for the duration of your life. This Agreement also explains your legal obligations to Provider.

## **1. ACCOMMODATIONS AT KENDAL AT VENTURA**

In consideration of the Entrance Fee, Monthly Fee and other fees payable by you under this Agreement, Provider will provide you with the following accommodations and services at Kendal at Ventura for the rest of your life, subject to the terms and conditions of this Agreement, including the cancellation and termination provisions.

### **1.1. Your Residence**

You have selected Residence #\_\_\_\_\_ in which to live (your "Residence"). You will have a personal and non-assignable right to live in your Residence, subject to the terms of this Agreement and the Resident Handbook, as amended from time to time, at Provider's discretion.

### **1.2. Furnishings**

Your Residence will include a 24-hour emergency call system, smoke alarm, window and floor coverings, heating, air conditioning, refrigerator, microwave, range or stove, garbage disposal, washer/dryer and dishwasher.

### **1.3. Utilities**

Provider will pay for your water, sewer, trash collection, recycling, natural gas, basic cable, wireless internet access and electricity. You will be responsible for paying for all other utilities and service charges. Premium cable and long-distance telephone service will be your responsibility.

### **1.4. Alterations**

You may make alterations, additions, or modifications to your Residence, provided that (1) you obtain the prior written approval of Provider to make the specific alterations, additions, or modifications; (2) you agree to use a contractor approved by

Provider; and (3) you assume sole financial responsibility for these changes. All such changes must be in compliance with applicable safety and government codes and regulations. You or your estate will be responsible for restoring your Residence to its original condition unless Provider exempts you in writing from this requirement. See Section 5.5 regarding the treatment of any fees you pay to upgrade your Residence.

## **2. COMMON SPACES**

You will be entitled to share with all other residents the use of the grounds and common spaces at Kendal at Ventura subject to the guidelines outlined in the Resident Handbook, which may be modified from time to time (see Section 10.5). Common areas currently available to residents include space for dining, lounges, meeting rooms, a library, and other common spaces provided at Kendal at Ventura. These common spaces may change during your time of residence at Kendal at Ventura. In order to be responsive to resident wishes or for purposes of redevelopment, refurbishment, reorganization, demolition and reconstruction, Provider may eliminate, modify or expand common facilities at Kendal at Ventura.

## **3. SERVICES**

The following services will be provided to you by Provider. Unless otherwise specified, these services are covered by your Monthly Fee.

### **3.1. Meals**

**a. *Dining.*** Provider will make available a flexible dining program. Three nutritionally balanced meals per day, which will be offered at Kendal at Ventura. Your Monthly Fee includes a monthly dining credit that is equivalent to the dollar value of one standard meal each day; this credit is based on the daily meal with the highest value, which you may use throughout the month to purchase any meal at your discretion. Meal credits must be used in the month of issue and may not be carried over into later months. There is a charge if your meal purchases exceed the monthly dining credit. There is no credit for missed meals, except as provided in Section 5.6. Provider will accommodate, for an extra charge, reasonable special diets that are prescribed by your



health care professional as a medical necessity and approved by one of Kendal at Ventura' Approved Physicians (see Section 4.5).

**b. Meal Delivery.** Provider will provide limited meal delivery to your Residence during a temporary illness at no charge, when approved by the Executive Director or designee at Kendal at Ventura. In all other circumstances, there will be an extra charge.

**c. Guests.** You are encouraged and may invite guests to any meal. Guest meals may be purchased by you or your guests and billed to you as an additional charge on your Monthly Fee invoice. You may use your monthly dining credit to purchase guest meals.

### **3.2. Housekeeping**

You agree to maintain your Residence in a clean and sanitary condition. Provider will provide scheduled standard housekeeping services to your Residence as described in the Resident Handbook (see Section 9.5). Additional housekeeping services beyond those scheduled are available for an additional fee.

### **3.3. Laundry**

Provider will provide scheduled standard laundry services for your bed and bath linens as described in the Resident Handbook (see Section 9.5). Your Residence will be equipped with a washer and dryer. Additional laundry services beyond those scheduled may be available to you for an additional fee.

### **3.4. Maintenance and Repairs**

Provider will perform maintenance of buildings and grounds, including routine maintenance and repairs of your Residence and appliances. Your Monthly Fee does not include the cost of maintenance and repairs of your Residence made necessary by carelessness or negligence beyond ordinary wear and tear, and those costs, if any, will be charged separately. You are responsible for maintaining or arranging for the maintenance and repair of your personal property.

### **3.5. Activities**

Provider will make available to Residents various planned social and recreational activities both at and away from Kendal at Ventura. While Residents will organize most programs and events, Provider may assist interested groups in planning additional activities. You are encouraged and welcome to participate in such activities as you desire. There may be an additional charge for some of these activities.

### **3.6. Community Areas**

A variety of common areas and amenities at Kendal at Ventura are available for use by residents. Use of some amenities, such as the beauty salon, require reservations and will involve an extra charge. Provider may modify the availability and configuration of facilities and amenities from time to time.

### **3.7. Transportation**

Your Monthly Fee includes scheduled transportation services to local destinations as determined by Provider and transportation to your appointments with professionals offering medical, dental, and other health care services within the local area and within designated times. Transportation services outside the scheduled times and routes will involve an additional fee.

### **3.8. Parking**

Parking is available at Kendal at Ventura for an additional fee, except if your Residence includes a parking space. See Provider's Parking Policy described in the Resident Handbook (see Section 9.5). You must have a valid driver's license, insurance, and a currently registered and operational automobile. Your use of a parking space at Kendal at Ventura is personal and you may not transfer, lease, or assign your parking space. Provider may make additional parking spaces available for an extra one-time fee and/or additional monthly fee, space permitting. Recreational vehicle parking will not be available.

### **3.9. Guests**

Provider must approve any guest who stays with you in your Residence for more than fourteen (14) consecutive days. Charges for guest meals, services and accommodations are set forth in **Appendix A**. Guests may not stay in your Residence when you are not present, unless you obtain prior written approval from Provider. In no case may any guest stay exceed thirty (30) days in a calendar year without prior approval of the Executive Director. From time to time, subject to availability, Provider may offer guest rooms at Kendal at Ventura for an additional charge. Private duty aides are not considered guests and are not entitled to the same privileges as guests. (See Section 4.6 regarding private duty aides.)

### **3.10. Services Available at Additional Charge**

Services not specified in this Agreement may be made available, at the discretion of Provider, at an extra charge. A current schedule of fees for optional services is attached as **Appendix A**.

### **3.11. Change in Scope and Frequency of Services**

Provider will strive to be responsive to the needs and desires of residents concerning the scope and frequency of services provided at Kendal at Ventura, including determining which services should be included in the Monthly Fee and which services should require an additional charge. Accordingly, Provider may make changes in the scope or frequency of services, including optional services, available at Kendal at Ventura or in the scope or frequency of services included in the Monthly Fee upon thirty (30) days' advance written notice.

## **4. HEALTH CARE**

### **4.1. Observation**

Provider will remain generally aware of your health status to respond to your dietary, social, and special services needs. You agree to keep Provider informed of any changes in your health status.

#### **4.2. Assisted Living and Memory Care**

If you need assistance with activities of daily living such as bathing, dressing, and medication management, including central storage and distribution of medications, Provider will provide you with these services for an additional fee in your Residence. If you need memory care, or a level of assisted living that Provider determines is not appropriately delivered in your Residence, you will be granted priority access to the Assisted Living or Memory Care residences over residents of Kendal at Ventura who do not have a Residence and Services Agreement with Provider and those individuals who do not reside at Kendal at Ventura. If there are no Assisted Living or Memory Care residences available or your needs exceed the level of care that can be provided in Assisted Living or Memory Care you will be transferred to a nearby outside facility of your choice. . Each resident will receive a discount of ten percent (10%) from the full private pay daily rate charged at Kendal at Ventura' Assisted Living or Memory Care residences for care provided within Kendal at Ventura. See Sections 7.6 and 7.7 below regarding additional financial terms when you receive temporary assisted living either in your Residence or in an Assisted Living residence, memory care in a Memory Care residence, or are permanently relocated to a designated Assisted Living or Memory Care residence.

#### **4.3. Skilled Nursing Care**

Provider does not provide skilled nursing at Kendal at Ventura. If you need nursing care, Provider will assist you in relocating to a nearby skilled nursing facility appropriate to your needs. You will be responsible for paying all charges you incur at the skilled nursing facility. Provider will seek to maintain transfer arrangements with nursing facilities in the area to facilitate your access to care. If Provider determines that your relocation to the skilled nursing facility is temporary, your Residence will remain available to you, and you must continue to pay your full Monthly Fee in addition to the daily rate for services that you receive at the skilled nursing facility. If you are permanently relocated to the skilled nursing facility this Agreement may be terminated by Provider under Section 8.3. In that case, you will continue to be responsible for

paying your full Monthly Fee for your Residence until you vacate your Residence in accordance with Section 9.4.

#### **4.4. Level of Care Determinations and Interdisciplinary Team**

All decisions regarding your care needs, the appropriate level of care, the appropriate location for the provision of such care, and whether your relocation from your Residence is temporary or permanent will be made at the reasonable discretion of the Executive Director, in consultation with you, the interdisciplinary team, your physician or physician extender, and your representative, if any. A description of Provider's method for evaluating residents' service needs for the various Levels of Care at Kendal at Ventura is set forth in **Appendix J**. Provider will update your assessment annually, or as necessary to reflect a significant change in your condition, or to keep the assessment accurate.

#### **4.5. Physician Services**

You are responsible for engaging and paying for the services of physicians or other health care providers.

#### **4.6. Private Duty Aides**

You may generally employ private duty aides at your cost provided that you and they agree in writing to comply and actually do comply with Provider's private duty aide policies. For a copy of such policies, please contact the Executive Director.

#### **4.7. Emergency Care**

In the event Provider becomes aware of an emergency, a staff member will respond and contact "911" emergency services if the staff member deems it appropriate. Provider will attempt to contact your physician, but if this is not practical, Provider may arrange for your emergency admittance to a local hospital, or take any other action that is deemed appropriate under the circumstances. In any case, you have the right to call 911 in an emergency.

#### **4.8. Excluded and Non-Covered Services**

The following are examples of services that are not included in your Monthly Fee and are not part of Provider's obligations under this Agreement:

(1) care provided by individuals such as physicians, private duty caregivers, chiropractors, dentists, optometrists, podiatrists, osteopaths, or faith healers;

(2) ancillary supplies and services (such as prescriptions, drugs, medications, vitamins, eyeglasses, contact lenses, hearing aids, orthopedic and prosthetic appliances, bandages, oxygen, respiratory equipment and personal hygiene products);

(3) durable medical equipment;

(4) nursing services, home care or home health care services, private duty aide services, and rehabilitation services;

(5) hospital care and other acute care;

(6) dental work or care;

(7) care that Provider is not licensed or equipped to provide or does not routinely provide;

(8) any services or supplies that Provider determines, in its reasonable discretion, are not medically necessary;

(9) treatment of pre-existing conditions that were not disclosed to Provider prior to executing this Agreement;

(10) cosmetic surgery or related cosmetic services or products;

(11) experimental treatments;

(12) organ transplants;

(13) medical techniques not approved by the American Medical Association;

(14) psychiatric or psychological care or services, including, without limitation, treatment of mental illness, behavioral or emotional disorders, nervous disorders, alcoholism, drug addiction, or chronic substance abuse;

(15) care of Alzheimer's disease or other dementias that exceeds the care routinely offered by Provider or that imposes an undue burden on Kendal at Ventura' staff, facilities, or other resources; and

(16) emergency medical care not covered under this Section. If you have Medicare or other insurance which covers the excluded services described under this Section, Provider will cooperate with you in a reasonable manner to file an insurance claim, but you will ultimately remain responsible for the payment of such services.

## **5. FEES**

### **5.1. Processing Fee**

You have already paid a \_\_\_\_\_ dollar (\$\_\_\_\_\_) Processing Fee to cover the administrative costs of processing your application for residence at Kendal at Ventura. The Processing Fee is not refundable.

### **5.2. Entrance Fee**

The first person component of the Entrance Fee for your Residence at Kendal at Ventura is \_\_\_\_\_ dollars (\$\_\_\_\_\_). The second person component of the Entrance Fee for your Residence is \_\_\_\_\_ dollars (\$\_\_\_\_\_). The total Entrance Fee is \_\_\_\_\_ dollars (\$\_\_\_\_\_). The Entrance Fee is payable by check or wire transfer and is due upon entering into this Agreement. Any refund or repayment of your Entrance Fee will be governed by Section 8 below. If there are two of you, the allocation of any such refund or repayment will be as described in Section 8.5 below.

### 5.3. Monthly Fee

a. **Amount.** The Monthly Fee applicable to single occupancy of your Residence, described in Section 1.1 is currently \_\_\_\_ dollars (\$\_\_\_\_). If your Residence is jointly occupied, the Monthly Fee is currently \_\_\_\_ dollars (\$\_\_\_\_). Provider may change the Monthly Fee for single or double occupancy in accordance with Section 5.3.c below.

b. **Payment Procedures.** You will begin paying your Monthly Fee on the date you sign this Agreement, unless otherwise agreed to in writing by Provider. Thereafter, you will be obligated to make payment to Provider by the fifth (5th) day of the month for which the fee is due. You will be billed by Provider for the Monthly Fee for the next month's care, services and accommodations at least fourteen (14) days in advance of the due date. Provider may charge interest at a predetermined rate, plus a late charge covering its administrative costs, on all accounts not current by the fifth (5th) day of each month. The amounts and basis for imposing late payment charges and accrued interest on delinquent payments will appear on your monthly statement.



c. **Adjustments.** Provider may, at its discretion, adjust your Monthly Fee upon giving you thirty (30) days' advance written notice. Adjustments will be calculated based on Provider's projected costs, prior year per capita costs and economic indicators. Such factors may include, lender requirements and statutory compliance, capital expenditures, administration costs and fees, future operating expenses, cost of providing services, facilities, and amenities, costs of improvements, remodeling and replacement of the buildings and furniture, fixtures and equipment, marketing expenses, working capital, debt service, cost of contracted services, actuarial considerations, state and federal regulations, and changes in contract services or other costs. No notice will be required if a fee change results from a change in the optional services you request or require.

#### 5.4. **Fees For Optional Services**

You will be billed for optional services either at the time they are rendered or at the time you are billed for the Monthly Fee. The payment and adjustment procedures are the same as for the Monthly Fee described in Section 5.3 above. A current schedule of charges for optional services is attached to this Agreement as **Appendix A**.

#### 5.5. **Upgrade Fees**

You have paid \_\_\_\_\_ dollars (\$\_\_\_\_\_) for upgrades to your Residence. If this Agreement is cancelled or terminated by Provider before your occupancy date, such fees may be refundable on the terms described in Section 9.6.

#### 5.6. **Absence from Kendal at Ventura**

If you are absent from Kendal at Ventura for any reason, you will be entitled to a meal credit toward your Monthly Fee, provided you give Provider fifteen (15) days' written notice of such absence, and such absence exceeds fourteen (14) consecutive days. The credit amount will be determined by Provider. For health related absences, no prior notice is required.

## **6. DEFAULT AND POSSIBLE FINANCIAL ASSISTANCE**

### **6.1. Termination for Failure to Make Payments**

You will be required to make all payments due to Provider in a timely manner and otherwise to take care of your personal financial obligations. Your failure to pay any fees due under this Agreement may result in termination of this Agreement as described in Section 8.3.

### **6.2. If You Encounter Financial Difficulty**

a. If you encounter financial difficulty that challenges your ability to pay your Monthly Fees and other charges, Provider will not automatically terminate this Agreement, if you meet the criteria for assistance described in the following paragraph. If you suffer a material adverse change in your finances, you agree to notify Provider immediately. You also agree to explore the availability of local, state and federal assistance, other public assistance programs, and Supplemental Security Income, and to apply for such assistance as soon as you become eligible. You further agree to provide any financial statements Provider reasonably requests documenting your financial activity in previous years.

b. If you are still unable to pay your Monthly Fees and other charges after applying for and obtaining all available public assistance for which you are eligible, you may seek assistance from Provider, based on your ability to pay. Subject to 6.2.c. Provider may provide you with assistance if: (a) you prove that you have exhausted all efforts to receive other assistance, as described above; (b) you demonstrate an inability to pay your usual fees and charges; (c) you have not divested or wasted your assets to qualify for assistance; and (d) the deferral of such charges can, in the sole discretion of Provider, be granted without impairing Provider's ability to operate on a sound financial basis.

c. Provider will have no obligation to give you any financial assistance if you: (a) have impaired your ability to meet your financial obligations under this Agreement by transferring your assets for less than their fair market value (e.g., by making gifts,

bargain sales, bequests, donations, or other similar transfers); (b) encumber your assets or otherwise dilute their value; or (c) inappropriately spend your assets (e.g., by spending down or irresponsible expenditure) before or after you are accepted for residency at Kendal at Ventura, which, in the reasonable judgment of Provider, impairs your ability to pay all charges you may foreseeably incur while residing at Kendal at Ventura. You understand and agree that any deferral or subsidization of your Monthly Fees or other charges under this Section may be treated as a loan from Provider to you. All such deferred and subsidized charges, plus interest, will be an additional charge that you owe Provider, will be a first lien against your estate, and will be deducted from any refund or repayment that Provider may owe you or your estate following termination of this Agreement.

**d.** As part of any alternative payment arrangement, you will be required to execute any instruments (including promissory notes, assignments and deeds of trust) that Provider deems necessary to evidence or secure its claim for repayments of any sums due under this Section.

**e.** You may be required to move to a smaller residence at Kendal at Ventura.

**f.** You will be required to give Provider information about your financial condition, as described in Section 10.4, as a condition of receiving any financial assistance.

## **7. RELOCATION**

### **7.1. Relocation of Residence**

#### **a. Substitution of Residence by Provider**

Provider reserves the right to substitute your Residence with another comparable residence if it is necessary to do so to meet any requirement of law or the lawful order or direction of the Fire Marshal or another authorized public official. Provider will provide you with thirty (30) days' written notice before substituting your Residence, unless you agree to the request for a change or it is necessary due to an emergency.

## **b. Resident Requests to Relocate**

Resident(s) may request to relocate from one residence to another, subject to the terms of this Agreement, in accordance with the guidelines established by Provider. If you request a move to a more expensive residence, you will be required to pay to Provider the difference between the Entrance Fees for the old and new residence at the time of your move to the new residence. You will also be required to pay the monthly fee for the residence into which you are moving beginning on the date of your move. If you request to move to a less expensive residence, there will be no refund of the difference between the Entrance Fee for the old and new residence at the time of your move to the new residence. However, you will benefit from the lower monthly fee for the residence into which you are moving beginning on the date of your move. If you move to a new accommodation of identical value as of the date you moved into your old Residence, you will not be charged an additional Entrance Fee or be refunded any portion of your Entrance Fee. You will be responsible for all your own moving charges.

### **7.2. Residential Temporary Relocation**

Provider will follow the statutory procedures outlined in **Appendix B** in the event Kendal at Ventura undergoes a change of use, major repair, or renovation that requires move to a different residence.

### **7.3. Joint Occupancy by Residents**

If you and another resident, residing in two separate Residences, decide to live together, you may release either of your Residences and live in the other Residence, or you may release both of your Residences and move into a new residence subject to availability. There will be no additional Entrance Fee charge if you move in with another resident. Both of you will continue under your current Residence and Services Agreement unless otherwise agreed to by you and Provider, and the Resident who has moved out of his or her Residence will receive a refund, if applicable, in accordance with Section 9.3. If both of you move to a new residence, you will not be charged an additional Entrance Fee for the new residence unless the Entrance Fee for the new

residence is greater than the sum of the Entrance Fees for residence comparable to your Residences at the time of relocation, in which case you will pay the difference. Regardless of the relative values of your current and new residence, there will be no refund of your original Entrance Fee, or any portion thereof, at the time of relocation. Both of you will continue under your current Residence and Services Agreements unless otherwise agreed to by you and Provider, and you will receive a refund, if any, of your Entrance Fee, including any additional Entrance Fee you paid when you moved to the new residence, in accordance with Section 8.2. Whether you move in with another resident or both of you move to a new residence, you and your joint occupant will pay the Monthly Fee for double occupancy of your new residence. In addition, both of you will sign an amendment to this Agreement that states that one or both of you have elected to live in a different residence, that identifies the residence and the Entrance Fee and Monthly Fee for that residence. You will be responsible for your own moving and refurbishing costs.

#### **7.4. Joint Occupancy by Resident and Non-Resident**

If you wish to live in your Residence with a person who is not currently a resident at Kendal at Ventura (the “non-resident”), the non-resident must follow the standard application procedures for acceptance to Kendal at Ventura, including payment of the Processing Fee. If the application is approved, Provider will, in its sole discretion, determine the terms and conditions of acceptance to Kendal at Ventura, including the type of Residence and Services Agreement to be executed and the payment of an additional Entrance Fee. Your right to terminate this Agreement and your entitlement to any refund is subject to the terms and conditions provided in Section 8 below.

#### **7.5. Voluntary Relocation of One Joint Resident**

If you jointly occupy your Residence, and you wish to live apart for any reason (including divorce or separation), either of you will be entitled to relocate from your Residence to a different residence at the appropriate level of care, if available. Provider will determine the terms and conditions of the permitted relocation, including any credit

due and payment of an additional Entrance Fee, that will apply to the release of your old Residence and occupancy by you of your new Residences.

#### **7.6. Temporary Relocation for Health Reasons**

If you require temporary care outside of your Residence, you may retain your Residence during your absence. In that case, you will be obligated to pay your full regular Monthly Fee; the applicable Daily Fee for services provided by the care center where you are receiving care; charges for any applicable non-covered items and services described in Section 4.8, and any other applicable charges. If you occupy your Residence with another Resident who is covered under this Agreement and one of you is temporarily transferred outside your Residence, the remaining Resident may continue to occupy your Residence. In that case, both of you will continue to pay your normal two person Monthly Fee and the transferred resident will pay the applicable Daily Fee for services provided by the care center where he/she is receiving care; charges for any applicable non-covered items and services described in Section 4.8; and any other applicable charges.

#### **7.7. Permanent Relocation for Health Reasons**

**a. *Relocation of Single Occupant.*** If you occupy your Residence by yourself and you require permanent care outside your Residence, you will be required to vacate your Residence within thirty (30) days after the Executive Director gives you notice that you require such permanent care. If you do not vacate your Residence within the 30-day time frame, you will pay double your Monthly Fee from the 31<sup>st</sup> day on a pro rata basis until your Residence is vacated. If you transfer to Assisted Living or Memory Care you will pay the applicable Daily Fee. If necessary, you will also pay the Provider's costs of storage of your furniture. Even in the event of a permanent relocation to Kendal at Ventura' Assisted Living or Memory Care Center, this Agreement will remain in effect until you or Provider terminate it under Section 8. If you permanently relocate outside Kendal at Ventura, Provider may terminate this Agreement in accordance with Section 8.3.

**b. Relocation of One Joint Occupant.** If you occupy your Residence with another Resident and one of you requires permanent care outside your Residence, the Resident requiring care will relocate to Assisted Living or Memory Care, or an outside facility, as appropriate. In that case, the remaining person will continue to pay the single person Monthly Fee for your Residence and the transferred resident will pay the applicable Daily Fee and other charges for Assisted Living or Memory Care and all charges incurred at an outside facility.

**c. Relocation of Both Joint Occupants.** If you occupy your Residence with another Resident and both of you require permanent care outside your Residence, you will be required to vacate and remove your possessions from your Residence within thirty (30) days after the Executive Director gives you notice that the second Resident requires permanent care. If you do not vacate your Residence within the 30-day time frame, you will pay double your Monthly Fee from the 31<sup>st</sup> day on a pro rata basis until your Residence is vacated. You will pay Provider the double Monthly Fee until your Residence is vacated, and if you transfer to the Assisted Living or Memory Care Center you will each pay the applicable Daily Fee and other charges. If necessary, you will also pay the costs of storage of your furniture. If both of you relocate to a care center outside Kendal at Ventura, Provider may terminate this Agreement with respect to the relocated Resident(s) in accordance with Section 8.3 (see also Section 9.5).

## **7.8. Statutory Grounds for Relocation**

Provider may relocate you to Assisted Living or Memory Care Center, or an outside facility, as appropriate, if any ground in this Section 7.8 exists. In making this decision, Provider will take into consideration the appropriateness and necessity of the relocation, and the goal of promoting resident independence. Resident retention limitations set by the state or by Provider are set forth in **Appendix C**.

**a. Statutory Grounds for Relocation.** Provider may relocate you if it determines that any of the following grounds exists:

1. You become nonambulatory as this term is defined in Section 13131 of the California Health and Safety Code. A copy of Section 13131 of the California Health and Safety Code is available to you upon request;

2. You develop a physical or mental condition that endangers your health, safety, or well-being or that of another person;

3. Your condition or needs require that you be relocated to an assisted living care unit or skilled nursing facility, because the level of care required by you exceeds that which may be lawfully provided in your Residence; or

4. Your condition or needs require that you be relocated to a nursing facility, hospital, or other facility, and Provider has no facilities available to provide that level of care at Kendal at Ventura.

**b. *Other Grounds for Relocation.*** In addition to the relocation grounds set forth in Section 7.8.a. above, Provider may relocate you from your Residence to another level of care at Kendal at Ventura or outside Kendal at Ventura for what it deems in its discretion to be reasonable grounds.

**c. *Relocation and Review Procedure.*** If you require relocation under one of the grounds set forth above in this Section 7.8, Provider will follow the relocation and review procedure described in **Appendix D**.

#### **7.9. Temporary or Permanent Relocations**

The provisions in Section 7.6 or Section 7.7 will apply to your move, depending upon whether your relocation is temporary or permanent. Your relocation will be deemed permanent if Provider determines it is not feasible for you to resume living in your Residence.

#### **7.10. Notice of Residents' Rights**

Whenever it is proposed that you be moved to a different level of care, you will receive a copy of the Statement of Residents' Rights (**Appendix E**).



### **7.11. Recovery**

If, after your permanent relocation from and release of your Residence, your health improves so that you are able to return to residential living, Provider will offer you the next available comparable residence. You will continue to pay the Monthly Fee you paid before you released your Residence, adjusted in accordance with Section 5.3.c above. You will be responsible for your own moving costs.

## **8. TERMINATION**

### **8.1. 90-Day Cancellation Period**

Under California law, there will be a cancellation period of ninety (90) days after the date that you first occupy your Residence during which either Provider or you may cancel this Agreement, with or without cause (the "Cancellation Period"). If Provider cancels this Agreement, it will provide you with thirty (30) days' written notice of such cancellation unless there is an emergency requiring shorter notice. If you cancel this Agreement, you will provide Provider with the written Notice of Cancellation attached to this Agreement as **Appendix F**.

### **8.2. Termination by Resident After Cancellation Period**

You may terminate this Agreement at any time after the Cancellation Period for any reason by giving Provider ninety (90) days' written notice.

### **8.3. Termination by Provider After Cancellation Period**

**a. *Termination for Good Cause.*** Provider may terminate this Agreement at any time after the Cancellation Period, for good and sufficient cause, by giving you ninety (90) days' written notice. Good and sufficient cause shall include, but not be limited to, the following:

**1.** Your failure to perform your obligations under this Agreement, including your obligation to pay the full Monthly Fee and other charges on a timely basis;

2. Your or your guest's failure to abide by the guidelines of Provider, as contained in the Resident Handbook (see Section 9.5), as it now exists or may later be amended, or as otherwise communicated to you;

3. Your or your guest's creation of a disturbance within Kendal at Ventura or conduct that is disruptive or detrimental to others' health, safety or peaceful enjoyment of Kendal at Ventura or that interferes with the functioning of staff;

4. Omissions or misstatements in your Application for Residency Form or any other application documents filed with or verbal representations made to Provider;

5. Any material transfer of your assets or income for less than fair market value or material gifts made without prior approval from Provider;

6. Your failure to disclose information about your financial condition after being asked to do so;

7. Your permanent relocation (for dual occupancies, the permanent relocation of both of you) from the premises of Kendal at Ventura.

**b. *Limitation on Termination.*** Provider will not have good cause for termination under this Section and will not retaliate or discriminate against you if: (1) you (or your representative) file or lodge a formal or informal complaint with, or otherwise contact, the Department of Social Services, or any other state, county, or city agency, or any elected or appointed government official or other appropriate authority; or (2) you participate in an organization, affiliation or association of residents or engage in other similar lawful activity.

#### **8.4. Fees Pending Termination**

You will pay the Monthly Fee and the Fees for Optional Services throughout any and all notice periods described in this Section 8 and until you vacate your Residence. Provider is prohibited from charging you or your estate a Monthly Fee or Fees for Optional Services after your Residence has been permanently vacated. In addition,

after the Residence is vacated and made available to it, Provider may not impose any charge or make any deduction from an Entrance Fee repayment for maintenance or housekeeping of the vacated residence, except as needed to repair damage and restore the residence to its original condition.

## **9. REFUNDS**

You may be entitled to a refund or repayment of amounts paid to Provider in accordance with the following:

### **9.1. Application Processing Fee**

The application processing fee is non-refundable.

### **9.2. Termination or Death During Cancellation Period; Termination by Provider**

If you terminate this Agreement during the Cancellation Period, or you die during the Cancellation Period, all of the Entrance Fee you paid shall be refunded to you or your estate, without interest, less an amount equal to (i) any costs specifically incurred by Provider at your request; (ii) the reasonable costs of providing you with residency, care, and services; (iii) a processing fee to cover the cost of any cancellation or termination; (iv) all unpaid fees and charges due under this Agreement and (v) the cost of replacement or repair of property that is damaged beyond normal wear and tear. In addition, if Provider terminates this Agreement at any time,

Provider will repay to you (or your estate) your Entrance Fee, less one and one-half percent (1.5%) for each month or partial month that has elapsed from the Effective Date of this Agreement to the termination date, provided that the maximum Repayment Amount shall be ninety six and ½ percent (96.5%) of your Entrance Fee, and the minimum Repayment Amount shall be eighty five percent (85%) of your Entrance Fee. Said Repayment Amount shall be further reduced and offset by the following:

**a.** Any unpaid Monthly Fees or other charges, including late fees, and costs incurred by Provider up to and including the termination date;

**b.** The cost of restoring your Residence to its original clean condition, excluding ordinary wear and tear; and

**c.** All unpaid fees and charges due under this Agreement.

### **9.3. Termination by You or Death After Cancellation Period**

If you terminate this Agreement or die after the Cancellation Period, Provider will repay to you (or your estate) your Entrance Fee, less one and one-half percent (1.5%) for each month or partial month that has elapsed from the Effective Date of this Agreement to the termination date, provided that the maximum Repayment Amount shall be ninety six and ½ percent (96.5%) of your Entrance Fee, and the minimum Repayment Amount shall be eighty five percent (85%) of your Entrance Fee. Said Repayment Amount shall be further reduced and offset by the following:

**a.** Any unpaid Monthly Fees or other charges, including late fees, and costs incurred by Provider up to and including the termination date;

**b.** The cost of restoring your Residence to its original clean condition, excluding ordinary wear and tear; and

**c.** All unpaid fees or financial assistance provided, and charges due under this Agreement.

### **9.4. Timing of Refunds or Repayments**

**a.** If you or Provider terminates this Agreement, or you die (if there are two (2) of you, both of you die) during the Cancellation Period, Provider shall pay any refund due within fourteen (14) days after you vacate your Residence, that is, after you move out of your Residence, remove all your belongings from it, and restore it to its original clean condition (excluding normal wear and tear). You must vacate your Residence within twenty (20) days after the date of the Notice of Cancellation.

**b.** If Provider terminates this Agreement after the Cancellation Period, Provider shall pay any refund due within fourteen (14) days after you vacate your

Residence or within ninety (90) days after receipt of notice of termination, whichever is later.

c. If you terminate this Agreement or die after the Cancellation Period, you shall receive the Repayment Amount within fourteen (14) calendar days after your former Residence is reoccupied by a new resident who has executed a Residence and Services Agreement and paid the applicable Entrance Fee for your Residence.

- i. Provider shall make a good-faith effort to reoccupy or resell your Residence.
- ii. Provider in its discretion may repay all or a portion of an Entrance Fee that is conditioned on the resale of a residence before the residence is actually resold. This is entirely at the option of Provider and no resident can or should rely on its occurrence. Any decision by Provider to provide an early repayment in one case cannot be taken as indicating that Provider has adopted a practice of doing so or will do so in any other case.
- iii. **Appendix K** sets forth the average and longest amount of time that Provider has taken to resell contracts for residences within the last five (5) calendar years.
- iv. Any Entrance Fee repayment that has not been paid to you or your estate within one hundred and eighty (180) days after termination of this Agreement shall thereafter accrue simple interest at the rate of four percent (4%) per annum. Any Entrance Fee repayment that has not been paid to you or your estate within two hundred and forty (240) days after termination of this Agreement shall thereafter accrue simple interest at the rate of six percent (6%) per annum. Any Entrance Fee repayment that has not been paid to you or your estate within six hundred and five (605) days after termination of this Agreement shall thereafter accrue interest at the rate of six

percent (6%) per annum, compounded annually. Interest shall be payable, along with the Repayment Amount, after the residence is reoccupied.

- v. Provider will repay the Entrance Fee amount, together with any interest that is due, within fourteen (14) calendar days after a successor resident enters into a Residence and Services Agreement to occupy it.

#### **9.5. Effect of Double Occupancy on Refunds or Repayments**

If you share your Residence with another person, there shall be no refund of your Entrance Fee upon the withdrawal, termination, or death of the first Resident. If the remaining Resident elects to remain in the same Residence, any refundable portion of the terminating Resident's Entrance Fee will be transferred to the Entrance Fee account of the remaining Resident. No cash refund will be made upon the first Resident's termination.

#### **9.6. Residence Upgrade Fees**

If you have paid for any approved Residence alteration, addition, or modification, as set forth in Section 5.5., and Provider cancels or terminates this Agreement before your effective date, you will receive a refund of these payments. You shall not be entitled to any refund or repayment of such payments when you cancel or terminate this Agreement or upon your death.

### **10. RESIDENTS' RIGHTS LIMITED**

#### **10.1. No Real Property or Trust Interest**

This Agreement entitles you to occupy your Residence and to obtain the services specified in this Agreement. You will have no estate, leasehold, or other real property interest in your Residence or in Kendal at Ventura or any ownership interest in Provider. You may not lease your Residence to any other

person or allow any person to occupy it in your place. All fees paid by you to Provider, including Entrance Fees, shall become the sole property of Provider and Provider has no fiduciary duty to you regarding the use of such fees. These fees are not held in trust for your benefit. All fees paid by you to Provider, including Entrance Fees, may be used by Provider for any purpose including refurbishment, remodeling or expansion of the community.

#### **10.2. No Interest in Financial or Other Assistance**

Provider reserves the right to apply for and receive all financial and other aid from federal, state, or municipal sources to which it may be legally entitled, and to apply for and receive aid or donations, by will, deed, or otherwise, from any source. You will have no interest in any such financial aid or assistance received by Provider, and no right to demand an accounting for such aid or assistance.

#### **10.3. No Security Interest**

This Agreement does not grant to you or to anyone else any security interest in any land, buildings, or other property owned or managed by Provider, whether at Kendal at Ventura or elsewhere. Provider's ability to mortgage its property may be subject to certain prior approvals by the California Department of Social Services, and to liens that may be filed by the Department in favor of residents. You understand and agree that your rights under this Agreement are and will be subordinate to the rights of a secured lender under any mortgage, deed of trust, or other senior security interest that is placed on Provider's property, now or in the future. You agree that you will execute, upon request, any document required to implement or serve as evidence of such subordination.

#### **10.4. Guidelines/Resident Handbook**

You agree to be bound by the rules and Guidelines of Kendal at Ventura, contained in its Resident Handbook, which is incorporated by reference into this Agreement and made an express part of it. Provider may amend the Resident

Handbook from time to time. By signing this Agreement, you acknowledge receipt of a copy of the current Resident Handbook.

#### **10.5. No Assignment**

Your rights and privileges to use and enjoy the residences, facilities and services of Kendal at Ventura are personal and may not be transferred or assigned by you, or by any proceeding at law or otherwise.

### **11. RESIDENT'S AND PROVIDER'S REPRESENTATIONS**

#### **11.1. Financial Statement**

The financial condition of Provider is described in the current audited financial statements attached to this Agreement as **Appendix G**. Upon request, you will receive subsequent annual financial statements of Provider.

#### **11.2. Historic Schedule of Average Monthly Fees**

Included in **Appendix H** is a historic schedule of the average monthly fees for each type of residence at Kendal at Ventura for the past five (5) years of operation.

#### **11.3. Application Documents**

As part of your application to Kendal at Ventura, you have submitted an Application for Residency and related documents, which are incorporated by reference into this Agreement and made an express part of it. You warrant that all information contained in these application documents is true and correct, and you understand that Provider has relied on this information in accepting you for residency at Kendal at Ventura.

#### **11.4. Resident's Financial Condition**

At Provider's request, you agree to give Provider information about your financial condition including, without limitation, financial statements and tax returns.



## **12. MISCELLANEOUS**

### **12.1. Personal Planning and Financial Affairs**

Provider encourages you to execute a Durable Power of Attorney appointing an attorney-in-fact to handle your financial and personal affairs. If you have executed such a document, Provider shall include this information in your record at Kendal at Ventura. If you have not executed such a document and you become unable to handle your own personal or financial affairs, you hereby authorize Provider to apply to a court of competent jurisdiction for the appointment of a conservator of your person and/or estate. The costs of such application and appointment, if any, shall be paid by you. Provider also encourages you to prepare and execute an Advance Health Care Directive for health care decisions in the event you become unable to make such decisions. Forms of these documents are available at Kendal at Ventura.

### **12.2. Third Party Liability**

If you are injured as the result of an act or omission of a third party, you grant Provider a lien on any judgment, settlement, or recovery in the amount of any expense incurred by Provider in caring for you as the result of such injury that is not reimbursed directly to Provider by you or by another source. You agree to cooperate in the diligent prosecution of any claim or action against the third party.

### **12.3. Liability and Property Matters**

**a. *Liability in General.*** You accept full responsibility for any injury or damage caused to others, or suffered by you, as a result of your own acts or omissions, and those of your guests or invitees, and you indemnify and hold harmless Provider and its directors, agents, and employees from any and all liability for such injury or damage, including attorneys' fees. You agree to maintain general liability insurance in an amount and form satisfactory to Provider to cover such liability, and to provide evidence of coverage. Nothing in this continuing care contract limits either Provider's obligation to provide adequate care and supervision for the resident or any liability on the part of Provider which may result from Provider's failure to provide such care and supervision.

**b. *Property Damage.*** Provider will not be responsible for the loss of or damage to any property belonging to you due to theft, fire, or any cause beyond the control of Provider. You are required to obtain insurance protection to cover the full replacement value of all your personal property at Kendal at Ventura, and to furnish Provider with evidence of such protection upon request. You will also be responsible for any loss or damage that you or your guests cause to the property of Kendal at Ventura that is not the result of ordinary wear and tear.

**c. *Property Removal and Storage.*** Provider will have the right to remove and store all property from your Residence, at your expense, thirty (30) after you vacate your Residence on a permanent basis (for example, upon termination of this Agreement, permanent medical relocation, or death).

#### **12.4. Right of Entry**

You agree that any duly authorized employee or agent of Provider will have the right to enter your Residence as necessary for purposes of management, to provide services in accordance with this Agreement, enforcement of applicable laws and regulations, and emergency purposes. You further agree that any duly authorized employee or agent of the California Department of Social Services will have the right to enter your Residence for regulatory purposes.

#### **12.5. Damage to Your Residence or Kendal at Ventura**

**a.** Provider will maintain insurance, including property damage and business interruption insurance, in amounts and with coverages that it determines are appropriate, in its discretion. If all or part of Kendal at Ventura is destroyed or damaged by fire or other loss, and if, in Provider's discretion, the insurance proceeds are sufficient to rebuild Kendal at Ventura to its previous condition, Provider will have Kendal at Ventura restored unless then-existing laws or other circumstances would not permit prompt reconstruction and restoration or would make reconstruction and restoration infeasible.

**b.** If Provider restores Kendal at Ventura and your Residence is not suitable for occupancy during such restoration, Provider will pay the costs of renting reasonably comparable quarters at or near Kendal at Ventura, provided that you continue to pay your Monthly Fees. During the period of restoration, Provider will use reasonable efforts to find suitable housing for such period, but Provider cannot guarantee that such temporary alternative accommodations will be located at or near Kendal at Ventura or near any other residents of Kendal at Ventura. Throughout such time and to the extent reasonably practicable, Provider will continue to provide or arrange for the services it has agreed to provide to you under this Agreement or appropriate substitutes, as determined by Provider. You will continue to be responsible for the payment of your Monthly Fees if temporary accommodations and services are being provided to you.

#### **12.6. Natural Disasters**

If Provider is required to evacuate residents because of a threat or occurrence of a natural disaster, your then current Monthly Fees will include any costs of your transportation and lodging, subject to Section 12.5 above, that are not reimbursed by insurance.

#### **12.7. Interruption in Services**

An interruption in services or failure to maintain services under this Agreement will not constitute a breach of this Agreement, if the interruption is caused by factors beyond Provider's reasonable control, including, but not limited to, acts of God, strikes, lockouts, or other labor disturbances, government orders, acts of terror, embargoes, shortages of labor or materials, inclement weather, fire, flood, earthquake or other casualties, power outages or the conduct of residents. In the event of an interruption in services, Provider will use reasonable efforts to restore the services or to provide substitute services.

#### **12.8. Notices**

All notices given under this Agreement must be in writing and must be addressed to Provider at \_\_\_\_\_, CA \_\_\_\_\_, care

of the Executive Director, or to you at your Residence. Such notices will be effective when personally delivered, placed in your mailbox, or when deposited in the mail, provided they were properly addressed with postage fully prepaid.

#### **12.9. Smoking**

Kendal at Ventura is a non-smoking community. Smoking is not permitted in any location in Kendal at Ventura including your Residence or in the common areas.

#### **12.10. Relationships Between Residents and Staff**

The relationship between residents and staff should remain professional. Any complaints about employees or requests for special assistance must be made to the appropriate supervisor or to the Executive Director or designee. Giving gratuities or bequests to employees or employee's families is not permitted under any circumstances. You agree not to hire Provider's employees or solicit such employees to resign to work for you without the prior written consent of Provider to such arrangement. You agree not to hire any former Kendal at Ventura employee without Provider's consent.

#### **12.11. Pets**

You may keep pets in your Residence in accordance with Kendal at Ventura' pet policy included in the Resident Handbook (see Section 9.5).

#### **12.12. Entire Agreement**

This Agreement is the entire agreement between you and Provider, and it may be amended only by a written instrument signed by you or your legal representative and by authorized representatives of Provider. This Agreement supersedes any promotional materials or other information given to you by Provider or any other entity. The invalidity or amendment of any restriction, condition, or other provision of this Agreement will not impair or affect in any way the validity, enforceability, or effect of the rest of this Agreement.

#### **12.13. Waiver of One Breach Not a Waiver of Any Other**

The failure of Provider in any instance or instances to require your full performance or observance of, or compliance with, any of the terms or provisions of this Agreement shall not be construed to be a waiver or relinquishment of its right to require your full compliance with all of the terms and provisions of this Agreement. The acceptance by Provider of your Monthly Fee or other charges due under this Agreement after your breach of any term of this Agreement, or after providing you with a notice of termination, shall not constitute a waiver of Provider's right to require your full performance of all the terms of this Agreement, nor shall it waive Provider's right to terminate this Agreement for any breach previously committed by you.

#### **12.14. Governing Law**

This Agreement will be governed by California law.

#### **12.15. Residents' Rights**

You are assured certain rights under California law. See **Appendix E** for statements of your residents' rights.

#### **12.16. Closure**

Attached as **Appendix I** is a summary of the procedure Provider would follow in the unlikely event of a closure of Kendal at Ventura.

#### **12.17. Arbitration of Disputes**

By initialing below, you agree that any and all claims and disputes arising from or related to this Agreement or to your residency, care or services at Kendal at Ventura, whether made against Provider or any other individual or entity, including, without limitation, personal injury claims, shall be resolved by submission to neutral, binding arbitration in accordance with the Federal Arbitration Act; except that any claim or dispute involving unlawful detainer proceedings (eviction) or any claims that can be brought in small claims court

shall not be subject to arbitration unless both parties 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. You further waive your right to participate in a representative capacity, or to participate as a member of a class, in any litigation or arbitration proceeding with respect to any such dispute. The arbitration shall be administered by the Judicial Arbitration and Mediation Services (“JAMS”) and shall be conducted in \_\_\_\_\_ California by a single neutral arbitrator selected by JAMS, unless otherwise mutually agreed. In reaching a decision, the arbitrator shall prepare a written decision that includes findings of fact, the reasons underlying the decision, and conclusions of law. Each party shall bear its own costs and fees in connection with the arbitration unless otherwise provided by law. This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, assigns, managers, and agents as applicable. After termination of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date. In the event that any part of this arbitration clause is determined to be unenforceable, the remaining portions of the clause shall remain valid and shall be enforced by the parties. If JAMS is unable to administer the arbitration in accordance with the terms of this clause, the parties shall select another arbitration administrator that is able to do so. If no such arbitration administrator is available, the parties shall select an arbitrator in accordance with the Federal Arbitration Act. If the Federal Arbitration Act does not permit arbitration in accordance with this clause, then the matter shall be arbitrated in accordance with state law.

By initialing below, you warrant that this paragraph has been explained to you, that you understand its significance, and that you voluntarily agree to be bound by it.

Initials: \_\_\_\_\_ / \_\_\_\_\_.

**You, the resident or transferor, may cancel the transaction without cause at any time within ninety (90) days from the date you first occupy your living unit. See the attached “Notice of Cancellation” form (Appendix F) for an explanation of this right.**

**RESIDENT(S):**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

**Kendal at Ventura**, a California  
nonprofit public benefit corporation:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## NOTICE

Date: \_\_\_\_\_

**This is a continuing care contract as defined by paragraph (8) of subdivision (c), or subdivision (l) of Section 1771 of the California Health and Safety Code. This continuing care contract form has been approved by the State Department of Social Services as required by subdivision (b) of Section 1787 of the California Health and Safety Code. The basis for this approval was a determination that Provider has submitted a contract that complies with the minimum statutory requirements applicable to continuing care contracts. The Department does not approve or disapprove any of the financial or health care coverage provisions of this contract. Approval by the Department is NOT a guaranty of performance or an endorsement of any continuing care contract provisions. Prospective transferors and residents are strongly encouraged to carefully consider the benefits and risks of this continuing care contract and to seek financial and legal advice before signing.**



## ACKNOWLEDGEMENT

I hereby acknowledge receipt from Kendal at Ventura, a California nonprofit public benefit corporation, of an executed copy of Residence and Services Agreement and all related Appendices for residency at Kendal at Ventura which is located in \_\_\_\_\_.

My signature (s) will also acknowledge receipt of the documents listed.

Continuing Care Retirement Community Disclosure Statement

Resident Application Documents

Notice of Cancellation

Kendal at Ventura Audited Financial Statement

Resident Handbook

Transfer and Review Procedure

Schedule of Fees for Optional Services

Supplemental Rates

Five Year Schedule of Average Fees

Statement of Residents' Rights

Notice of Privacy Practices: Acknowledgement of Receipt & Resident Consent

\_\_\_\_\_  
Printed Name, Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name, Resident Signature

\_\_\_\_\_  
Date

**APPENDIX A**

**SCHEDULE OF FEES FOR OPTIONAL SERVICES**

[Insert Schedule of Fees Here]

DRAFT

Provider is prohibited from charging the resident or his or her estate a monthly fee once the resident permanently vacates the unit.

**RESIDENTIAL TEMPORARY RELOCATION**

In the event that Provider must relocate you from the residence that you are occupying (whether residential living, assisted living, or memory care) due to a change of use or major repairs or renovations, Provider will follow the procedures set forth below. Those procedures summarize requirements in the California continuing care law, copies of which are available from Kendal at Ventura' administrative office.

**A. Notice and Preparation**

1. Provider will notify you at least 60 days in advance of the residential temporary relocation (the "Relocation").
2. Provider will meet with you, and at your request, family members or other individuals, at least 30 days in advance of the Relocation to discuss all aspects of the Relocation, including, but not limited to, applicable rights, requirements, and procedures.
3. Provider will provide you written notice of the meeting referenced in paragraph 2, above, at least 7 days in advance of the meeting. The notice will include all of the following:
  - a. The date of the Relocation.
  - b. The available replacement residence and corresponding monthly fees.
  - c. The time when you will be able to inspect the replacement residence.
  - d. The estimated date when you will be able to return to your prior residence or move to a substitute permanent residence.
4. The Relocation will be to an available alternate residence that provides services, size, features, and amenities most closely comparable to those that you are vacating, in either (i) Kendal at Ventura, (ii) any other continuing care retirement

community that Provider operates within a 30-mile radius of Kendal at Ventura, or (iii) an alternate facility (“Alternate Facility”).

5. Provider will arrange and pay for the costs incurred in your move to an alternate residence, as well as for the costs eventually incurred in moving back to your permanent residence in Kendal at Ventura. Provider also will pay any furniture or other storage costs incurred as a result of the Relocation.

6. There will be no adjustment to your Entrance Fee or to the refund provisions in it as a result of the Relocation if it lasts for 18 months or less. You will continue to pay the Monthly Fee to Provider in accordance with your Residence and Services Agreement (the “Agreement”) or the monthly fee in any Alternate Facility, whichever is less. Provider will make any such payments directly to any Alternate Facility to which you have relocated.

7. Upon you or your representative’s request, Provider will make available the services of a licensed medical or geriatric professional to advise you, your representative, and Kendal at Ventura regarding the Relocation. Provider may place a reasonable limit on the cost of such services.

8. Provider will identify any unique service and care needs that you have, as they are affected by the Relocation, and Provider will incorporate them into your written plan of care.

**B. Return to Residence and Other Options**

1. Provider will notify you at least 60 days in advance of your return to your existing residence or to a substitute permanent residence, and will give you subsequent notices 30 and 7 days before the return date.

2. You may return to your previous residence or to a residence that is comparable in services, size, features, and amenities to the residence that you originally vacated, without payment of any further entrance fee. Provider does not guarantee that you will be able to return to your original residence or to any particular residence.

Provider will assign a residence appropriate to your condition based on the length of occupancy of returning residents.

**C. Relocations Exceeding 18 Months**

1. If the Relocation will exceed 18 months, you will have the right to terminate the Agreement and to choose any of the options available to residents in the event of a CCRC closure. These options are set forth in **Appendix I**.

2. If it determines that the Relocation will exceed 18 months, Provider may extend the Relocation period for up to 6 months if you agree to the extension in writing. The written agreement will state that, by signing, you waive all rights set forth in **Appendix I** during the extension period.

**RETENTION LIMITATIONS**

To the extent such programs are available at Kendal at Ventura, the residential living, assisted living, and memory care programs are licensed as a residential care facility for the elderly ("RCFE"). California law requires RCFEs to inform new residents in writing of any retention limitations set by the State or by Provider, including any limitations or restrictions on Provider's ability to meet residents' needs. In accordance with the laws governing RCFEs and Kendal at Ventura's policies, Provider may need to transfer or discharge you from the above-referenced programs if:

- (a) You do not meet the retention requirements established by State law and the Department of Social Services regulations;
- (b) You present an immediate physical threat or danger to yourself or others;
- (c) You have active communicable tuberculosis or another similar communicable disease;
- (d) You require 24-hour skilled nursing or intermediate care;
- (e) You are not elderly and have needs in conflict with other residents or the programs of services offered, or require more care and supervision than other residents;
- (f) You have a primary need for care and supervision that results from dementia or a mental disorder resulting in ongoing behavior which would upset the general resident group, or which would require Provider to provide to you a greater amount of care and supervision than other residents at Kendal at Ventura or if you cannot generally benefit from the program of services available at Kendal at Ventura;
- (g) You are "bedridden" (other than for a temporary illness or for recovery from surgery) as defined by State law and licensing regulations;
- (h) You refuse to accept services required in order for Provider to meet your needs;
- (i) You have health care or other needs that cannot be met at Kendal at Ventura for reasons such as licensure, design or staffing;
- (j) Your personal physician has determined that you require services not available at Kendal at Ventura;
- (k) Your condition changes so that you are considered a wandering risk or you are unable to respond to verbal instructions in an emergency;
- (l) You have stage 3 or stage 4 pressure sores;

- (m) You require gastrostomy care;
- (n) You have a staph infection or other serious infection;
- (o) You depend on others to perform all activities of daily living, as set forth in the RCFE regulations; or
- (p) You have a tracheostomy.

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**RELOCATION AND REVIEW PROCEDURE**

The following Relocation and Review Procedure will apply to relocations of residents from their residence for one of the grounds for relocation set forth in Section 7.8 of the Residence and Services Agreement.

All relocation decisions made by Provider will take into consideration the appropriateness and necessity of the relocation and the goal of promoting resident safety.

As set forth below, the Relocation and Review Procedure will involve the resident's "responsible person" at each stage, unless the resident makes a request to the contrary and is determined in writing to have no cognitive impairment. The resident's responsible person means an individual or individuals, including a relative, health care surrogate decision maker or placement agency, that assists the resident in placement or assumes varying degrees of responsibility for the resident's well-being. Where one or more responsible persons is involved, any reference in this Relocation and Review Procedure to participation by the resident in the decision-making process will be taken also as a reference to participation by such individual or individuals.

**I. ASSESSMENT**

**A.** Provider will make a formal assessment of the resident's condition. Prior to doing so, Provider will notify the resident and any responsible person in writing of the assessment process. The notice will cover: (1) a description and explanation of the assessment process, including that it will be the basis for a level of care decision by Provider; (2) the resident's right to request that the responsible person not be involved in the process if the resident does not have any impairment of cognitive abilities; (3) the resident's right to request involvement of family members and of the resident's physician or other appropriate health professional; and (4) the fact that, to the extent that it uses an assessment tool in determining the appropriateness of a relocation, Provider will advise the resident of the tool to be used, and explain the results from any



completed assessment tool, including scoring and evaluating criteria upon the resident's request.

**B.** Provider will arrange for a meeting involving responsible staff, the resident, and other persons invited by the resident to discuss the assessment process and to obtain information that will form the basis for the assessment and the level of care relocation decision by Provider. The meeting will include an interview of the resident regarding the resident's condition and, if necessary, a private physical examination by a physician retained by Provider, at which the responsible person and the resident's physician or other appropriate health professional may be present with the resident's permission.

**C.** Following completion of the assessment process, Provider will notify the resident in writing of (1) the results of the assessment (including the use of any assessment tool if the resident requests it); and (2) if a decision has been made to relocate the resident, a confirmation of the forthcoming first care conference, including date, time, and place, to explain the reasons for the relocation. The notice will also record the resident's decisions concerning the involvement of the responsible person and others in the process.

## **II. FIRST CARE CONFERENCE**

At the first care conference, Provider will explain the reasons for the relocation and discuss them with the resident and others in attendance. Others in attendance will include the responsible person unless the resident has requested that the responsible person not be present. They also will include, upon the resident's or the responsible person's request, the resident's family members and the resident's physician or other appropriate health professional. A written record of the conference will include (1) the time, date and place of the meeting; (2) names of all attendees, including the resident, responsible parties, and requested family and health care professionals; (3) the substance of Provider's relocation decision; and (4) an explanation of the decision based on the results of the assessment.

### **III. NOTICE OF RELOCATION**

Following the first care conference, Provider will notify the resident in writing of its decision regarding the relocation. If a decision has been made to relocate the resident, the notice will include (1) the reasons for the decision; (2) the date that the resident received the notice; (3) the effective date of the relocation (which will be at least thirty (30) calendar days after the date that the resident received the written notice, except where the health or safety of the resident or other residents is in danger or where the relocation is required by the resident's urgent medical needs) unless mutually agreed by resident or responsible party and Provider; (4) the designated level of care or location to which the resident will be relocated; (5) the resident's right to request that the relocation decision be reviewed at a second care conference; (6) the resident's right, if the relocation decision is disputed after the second conference, to have the Continuing Care Contracts Branch of the California Department of Social Services determine if Provider followed the proper relocation process; and (7) the name, address, and telephone number of the Continuing Care Contracts Branch.

### **IV. SECOND CARE CONFERENCE**

**A.** If the first care conference results in a decision to relocate, the resident may request a second care conference to review the decision. At the second care conference, Provider will review the relocation decision with members of its interdisciplinary team, the resident and others in attendance. Others in attendance will include the responsible person unless the resident has requested that the responsible person not be present. They also will include, upon the resident's or the responsible person's request, the resident's family members and the resident's physician or other appropriate health professional. Upon the resident's, the responsible person's, or Provider's request, they also will include the local long-term care ombudsperson.

**B.** Following the second care conference, Provider will notify the resident in writing of its decision regarding the relocation, including the reasons. It also will notify the resident of the right to have the relocation decision reviewed by the Continuing Care Contracts Branch of the California Department of Social Services to determine if

Provider followed the proper procedures; and will provide the name, address, and telephone number of the Continuing Care Contracts Branch.

## **V. DEPARTMENT REVIEW**

In the event that a review of the relocation process by the Continuing Care Contracts Branch of the California Department of Social Services is requested, to determine if Provider followed the appropriate procedures, Provider will furnish documentation to the Branch that all applicable steps have been followed. After a prompt and timely review, the Branch will determine, in writing, whether Provider complied with the relocation process set forth in this Relocation and Review Procedure and in California law.

## STATEMENT OF RESIDENTS' RIGHTS

(If more than one person will occupy an accommodation, each one must acknowledge receipt of this form by signing either a single copy or separate copies.)

Kendal at Ventura Senior Living shall give a copy of this Statement of Residents' Rights to each resident at or before the time the resident signs a Residence and Services Agreement, and at any time when the resident is proposed to be moved to a different level of care within or outside Kendal at Ventura.

### 1. RESIDENT RIGHTS UNDER CONTINUING CARE STATUTE

Under the Continuing Care Statute [Cal. Health & Safety Code §1771.7], residents of continuing care retirement communities have the following rights:

A. No resident of a continuing care retirement community shall be deprived of any civil or legal right, benefit, or privilege guaranteed by law, by the California Constitution, or by the United States Constitution solely by reason of status as a resident of a community. In addition, because of the discretely different character of residential living accommodation programs that are a part of continuing care retirement communities, the continuing care contract statute resident rights shall augment the rights enumerated in the law and regulations for residential care facilities for the elderly [Cal. Health & Safety Code §1569.269; 22 C.C.R. §87468], and other applicable state and federal law and regulations.

B. A prospective resident of a continuing care retirement community shall have the right to visit each of the different care levels and to inspect assisted living licensing reports including, but not limited to, the most recent inspection reports and findings of complaint investigations covering a period of no less than two years, prior to signing a continuing care contract.

C. All residents in residential living units shall have all of the following rights:

- (a) To live in an attractive, safe, and well maintained physical environment.
- (b) To live in an environment that enhances personal dignity, maintains independence, and encourages self-determination.
- (c) To participate in activities that meet individual physical, intellectual, social, and spiritual needs.
- (d) To expect effective channels of communication between residents and staff, and between residents and the administration or provider's governing body.

(e) To receive a clear and complete written contract that establishes the mutual rights and obligations of the resident and the continuing care retirement community.

(f) To manage his or her financial affairs.

(g) To be assured that all donations, contributions, gifts, or purchases of provider-sponsored financial products shall be voluntary, and may not be a condition of acceptance or of ongoing eligibility for services.

(h) To maintain and establish ties to the local community.

(i) To organize and participate freely in the operation of independent resident organizations and associations.

(j) To freely exercise all rights pursuant to Section 1771.7 of the Health and Safety Code, in addition to political rights, without retaliation by the provider.

## **2. RESIDENT RIGHTS UNDER RCFE STATUTE**

A. Under the licensing statute governing residential care facilities for the elderly (RCFEs), residents have the following rights [Cal. Health & Safety Code §1569.269]:

(a) To be accorded dignity in their personal relationships with staff, residents, and other persons.

(b) To be granted a reasonable level of personal privacy in accommodations, medical treatment, personal care and assistance, visits, communications, telephone conversations, use of the Internet, and meetings of resident and family groups.

(c) To confidential treatment of their records and personal information and to approve their release, except as authorized by law.

(d) To be encouraged and assisted in exercising their rights as citizens and as residents of the facility. Residents shall be free from interference, coercion, discrimination, and retaliation in exercising their rights.

(e) To be accorded safe, healthful, and comfortable accommodations, furnishings, and equipment.

(f) To care, supervision, and services that meet their individual needs and are delivered by staff that are sufficient in numbers, qualifications, and competency to meet their needs.

(g) To be served food of the quality and in the quantity necessary to meet their nutritional needs.

- (h) To make choices concerning their daily life in the facility.
- (i) To fully participate in planning their care, including the right to attend and participate in meetings or communications regarding the care and services to be provided, and to involve persons of their choice in the planning process. The licensee shall provide necessary information and support to ensure that residents direct the process to the maximum extent possible, and are enabled to make informed decisions and choices.
- (j) To be free from neglect, financial exploitation, involuntary seclusion, punishment, humiliation, intimidation, and verbal, mental, physical, or sexual abuse.
- (k) To present grievances and recommend changes in policies, procedures, and services to the staff of the facility, the facility's management and governing authority, and to any other person without restraint, coercion, discrimination, reprisal, or other retaliatory actions. The licensee shall take prompt actions to respond to residents' grievances.
- (l) To contact the State Department of Social Services, the long-term care ombudsman, or both, regarding grievances against the licensee. The licensee shall post the telephone numbers and addresses for the local offices of the State Department of Social Services and ombudsman program conspicuously in the facility foyer, lobby, residents' activity room, or other location easily accessible to residents.
- (m) To be fully informed, as evidenced by the resident's written acknowledgement, prior to or at the time of admission, of all rules governing residents' conduct and responsibilities. All rules established by a licensee shall be reasonable and shall not violate any rights set forth in this chapter or in other applicable laws or regulations.
- (n) To receive in the admission agreement a comprehensive description of the method for evaluating residents' service needs and the fee schedule for the items and services provided, and to receive written notice of any rate increases.
- (o) To be informed in writing at or before the time of admission of any resident retention limitations set by the state or licensee, including any limitations or restrictions on the licensee's ability to meet residents' needs.
- (p) To reasonable accommodation of individual needs and preferences in all aspects of life in the facility, except when the health or safety of the individual or other residents would be endangered.
- (q) To reasonable accommodation of resident preferences concerning room and roommate choices.

(r) To written notice of any room changes at least 30 days in advance unless the request for a change is agreed to by the resident, required to fill a vacant bed, or necessary due to an emergency.

(s) To share a room with the resident's spouse, domestic partner, or a person of resident's choice when both spouses, partners, or residents live in the same facility and consent to the arrangement.

(t) To select their own physicians, pharmacies, privately paid personal assistants, hospice agency, and health care providers, in a manner that is consistent with the resident's contract of admission or other rules of the facility, and in accordance with this act.

(u) To have prompt access to review all of their records and to purchase photocopies. Photocopied records shall be promptly provided, not to exceed two business days, at a cost not to exceed Kendal at Ventura standard for photocopies.

(v) To be protected from involuntary transfers, discharges, and evictions in violation of state laws and regulations. Facilities shall not involuntarily transfer or evict residents for grounds other than those specifically enumerated under state law or regulations, and shall comply with enumerated eviction and relocation protections for residents. For purposes of this paragraph, "involuntary" means a transfer, discharge, or eviction that is initiated by the licensee, not by the resident.

(w) To move from a facility.

(x) To consent to have relatives and other individuals of the resident's choosing visit during reasonable hours, privately and without prior notice.

(y) To receive written information on the right to establish an advanced health care directive and the licensee's written policies on honoring those directives.

(z) To be encouraged to maintain and develop their fullest potential for independent living through participation in activities that are designed and implemented for this purpose.

(aa) To organize and participate in a resident council that is established in accordance with the law.

(bb) To protection of their property from theft or loss in accordance.

(cc) To manage their financial affairs. A licensee shall not require residents to deposit their personal funds with the licensee. Except as provided in approved continuing care agreements, a licensee, or a spouse, domestic partner, relative, or employee of a licensee, shall not do any of the following:

a. Accept appointment as a guardian or conservator of the person or estate of a resident.

b. Become or act as a representative payee for any payments made to a resident, without the written and documented consent of the resident or the resident's representative.

c. Serve as an agent for a resident under any general or special power of attorney.

d. Become or act as a joint tenant on any account with a resident.

e. Enter into a loan or promissory agreement or otherwise borrow money from a resident without a notarized written agreement outlining the terms of the repayment being given to the resident.

(dd) To keep, have access to, and use their own personal possessions, including toilet articles, and to keep and be allowed to spend their own money, unless limited by statute or regulation.

B. A licensed residential care facility for the elderly shall not discriminate against a person seeking admission or a resident based on sex, race, color, religion, national origin, marital status, registered domestic partner status, ancestry, actual or perceived sexual orientation, or actual or perceived gender identity.

C. No provision of a contract of admission, including all documents that a resident or his or her representative is required to sign as part of the contract for, or as a condition of, admission to a residential care facility for the elderly, shall require that a resident waive benefits or rights to which he or she is entitled under this chapter or provided by federal or other state law or regulation.

D. Residents' family members, friends, and representatives have the right to organize and participate in a family council that is established pursuant to Section 1569.158.

E. The rights specified in this section shall be in addition to any other rights provided by law.

F. The provisions of this section are severable. If any provision of this section or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

### **3. Resident Rights Under RCFE Regulations**

A. Under the licensing regulations governing RCFEs, each resident has personal rights which include, but are not limited to, the following [22 C.C.R. §87468]:

(a) To be accorded dignity in his/her personal relationships with staff, residents, and other persons.



(b) To be accorded safe, healthful and comfortable accommodations, furnishings and equipment.

(c) To be free from corporal or unusual punishment, humiliation, intimidation, mental abuse, or other actions of a punitive nature, such as withholding of monetary allowances or interfering with daily living functions such as eating or sleeping patterns or elimination.

(d) To be informed by the licensee of the provisions of law regarding complaints and of procedures to confidentially register complaints, including, but not limited to, the address and telephone number of the complaint receiving unit of the licensing agency.

(e) To have the freedom of attending religious services or activities of his/her choice and to have visits from the spiritual advisor of his/her choice. Attendance at religious services, either in or outside the facility, shall be on a completely voluntary basis.

(f) To leave or depart the facility at any time and to not be locked into any room, building, or on facility premises by day or night. This does not prohibit the establishment of house rules, such as the locking of doors at night, for the protection of residents; nor does it prohibit, with permission of the licensing agency, the barring of windows against intruders.

(g) To visit the facility prior to residence along with his/her family and responsible persons.

(h) To have his/her family or responsible persons regularly informed by the facility of activities related to his care or services including ongoing evaluations, as appropriate to the resident's needs.

(i) To have communications to the facility from his/her family and responsible persons answered promptly and appropriately.

(j) To be informed of the facility's policy concerning family visits and other communications with residents, as specified in Health and Safety Code Section 1569.313.

(k) To have his/her visitors, including ombudspersons and advocacy representatives permitted to visit privately during reasonable hours and without prior notice, provided that the rights of other residents are not infringed upon.

(l) To wear his/her own clothes; to keep and use his/her own personal possessions, including his/her toilet articles; and to keep and be allowed to spend his/her own money.

(m) To have access to individual storage space for private use.

(n) To have reasonable access to telephones, to both make and receive confidential calls. The licensee may require reimbursement for long distance calls.

(o) To mail and receive unopened correspondence in a prompt manner.

(p) To receive or reject medical care, or other services.

(q) To receive assistance in exercising the right to vote.

(r) To move from the facility.

The appropriate licensing agency to contact regarding complaints is:

Department of Social Services  
Community Care Licensing Office

[Regional Office Address]

Telephone: ( ) -

Facsimile: ( ) -

To report known or suspected elder abuse, contact the Statewide Ombudsman Toll Free 24-Hour CRISIS line at (800) 231-4024 or the Local Ombudsman's Office at ( ) -.

By signing below, you acknowledge that you have been personally advised of and received copies of the rights set forth above in the Health and Safety Code and in Title 22 of the California Code of Regulations at the time of your admission:

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident's Printed Name

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident's Printed Name

\_\_\_\_\_  
Resident's Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Resident's Representative

## NOTICE OF CANCELLATION

## (EFFECTIVE DATE OF RESIDENCE AND SERVICES AGREEMENT)

Your first date of occupancy under this contract is:

\_\_\_\_\_

You may cancel this transaction, without any penalty, within ninety (90) calendar days from the above date. If you cancel, any property transferred, any payments made by you under this contract, and any negotiable instrument executed by you will be returned within fourteen (14) calendar days after making possession of the living unit available to Provider. Any security interest arising out of the transaction will be cancelled.

If you cancel, you are obligated to pay a reasonable Processing Fee to cover costs and to pay for the reasonable value of the services received by you from Provider up to the date you canceled or made available to Provider the possession of any living unit delivered to you under this contract, whichever is later.

If you cancel, you must return possession of any living unit delivered to you under this contract to Provider in substantially the same condition as when you took possession. Possession of the living unit must be made available to Provider within 20 calendar days of your notice of cancellation. If you fail to make the possession of any living unit available to Provider, then you remain liable for performance of all obligations under this contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Provider at:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_, CA \_\_\_\_\_  
 Attention: Executive Director

no later than midnight of \_\_\_\_\_, \_\_\_\_\_.

I (we) hereby cancel this transaction.

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Resident or Transferor's Signature)

\_\_\_\_\_  
 (Resident or Transferor's Signature)

## NOTICE OF CANCELLATION

## (EFFECTIVE DATE OF RESIDENCE AND SERVICES AGREEMENT)

Your first date of occupancy under this contract is:

\_\_\_\_\_

You may cancel this transaction, without any penalty, within ninety (90) calendar days from the above date. If you cancel, any property transferred, any payments made by you under this contract, and any negotiable instrument executed by you will be returned within fourteen (14) calendar days after making possession of the living unit available to Provider. Any security interest arising out of the transaction will be cancelled.

If you cancel, you are obligated to pay a reasonable Processing Fee to cover costs and to pay for the reasonable value of the services received by you from Provider up to the date you canceled or made available to Provider the possession of any living unit delivered to you under this contract, whichever is later.

If you cancel, you must return possession of any living unit delivered to you under this contract to Provider in substantially the same condition as when you took possession. Possession of the living unit must be made available to Provider within 20 calendar days of your notice of cancellation. If you fail to make the possession of any living unit available to Provider, then you remain liable for performance of all obligations under this contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Provider at:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_, CA \_\_\_\_\_  
 Attention: Executive Director

no later than midnight of \_\_\_\_\_, \_\_\_\_\_.

I (we) hereby cancel this transaction.

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Resident or Transferor's Signature)

\_\_\_\_\_  
 (Resident or Transferor's Signature)

**AUDITED FINANCIAL STATEMENTS**

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**APPENDIX H**

**HISTORIC SCHEDULE OF AVERAGE MONTHLY FEES**

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**SUMMARY OF PROCEDURES IN THE EVENT OF CCRC CLOSURE**

In the unlikely event that a permanent relocation of residents from Kendal at Ventura is required due to termination or forfeiture of Provider's certificate of authority or license, except in the case of a natural disaster or other event out of Provider's control, (a "Closure"), the following procedures will be followed. These procedures summarize Health & Safety Code §§1793.80 through 1793.83, a copy of which is available from Kendal at Ventura' administrative office.

1. At least 120 days prior to the intended date of any Closure, Provider shall give residents, their designated representatives and the California Department of Social Services ("DSS") a specific written notice, required by statute, which includes:

(a) The proposed date of Closure,

(b) That no action will be taken to relocate a resident or close Kendal at Ventura until Provider has filed a written closure and relocation plan with DSS, the affected residents of the facility and their designated representatives, and the local long-term care ombudsman program. If all units at Kendal at Ventura are to be closed Provider will cease to enter into any new continuing care contracts for, and will not admit any residents into, Kendal at Ventura, and

(c) A description of resident rights, including the options ("Resident Options") to: (i) relocate to another continuing care retirement community ("CCRC") owned or operated by Provider; (ii) relocate to a CCRC not owned or operated by Provider on a month-to-month basis; (iii) receive monetary compensation from Provider equal to the value of the remainder of the resident's contract (option expires 120 days after resident selects option (ii) above); or (iv) negotiate another mutually satisfactory resolution with Provider. Replacement housing offered pursuant to paragraph (c)(i) or (ii) shall be, overall, comparable in cost, size, services, features, and amenities to the unit being vacated and shall include compensation by Provider for resident's reasonable



costs of moving, storage, if applicable, and transportation. For a resident under a life care contract, Provider shall secure replacement housing and care at a comparable facility for the resident at no additional cost to the resident.

2. At least 90 days prior to Closure, Provider will provide to DSS, the affected residents of Kendal at Ventura, their designated representatives, and the local long-term care ombudsman program, a written closure and relocation plan ("the Plan") containing all of the following information:

- (a) The number of affected residents at each level of care in Kendal at Ventura.
- (b) Assessment of unique service and care needs, if applicable, for affected residents in special care and assisted living, residents in residential living units who require assistance with three or more activities of daily living, and other residents upon request.
- (c) An explanation of how comparable care, if applicable, and comparable replacement housing will be provided.
- (d) A detailed description of the services Provider will provide to residents to assist them in relocating, such as, reasonable costs of moving, storage, if applicable, and transportation, arranged by the provider in consultation with the resident and his or her designated representative, and paid for directly by Provider.
- (e) The names and addresses of other CCRCs operated by Provider and whether there are openings available to the residents.
- (f) The names and addresses of other CCRCs within 30 miles of Kendal at Ventura that provide comparable replacement housing and care, if applicable, to those offered at Kendal at Ventura, and whether the CCRCs have immediate openings available to residents of Kendal at Ventura.

(g) A description of how Provider will offer and implement the Resident Options, including (i) a description of any replacement facility and the procedure by which a resident can select a replacement facility; (ii) that residents will not be required to pay more than they are paying for comparable housing and care at the time of Closure, except for normal rate increases; and (iii) that any proposed monetary compensation shall be fair and reasonable and represent the estimated cost to the resident of securing comparable replacement housing and care under terms similar to the contract between resident and Provider.

(h) A statement that Provider will make available to residents, on request and subject to reasonable cost limitations, a licensed medical or geriatric professional to advise the resident, the resident's representative, and Provider regarding the relocation.

3. Within 30 days of submitting the Plan to DSS, Provider shall establish a reserve or trust fund, or secure a performance bond (the "Security"), in an amount sufficient to cover the cost and to ensure the fulfillment of the obligations and commitments associated with implementing the Plan and the Resident Options. The Security shall be funded with qualifying assets approved by DSS and shall not be subject to any liens, judgments, garnishments, or creditor's claims.

4. Provider shall submit monthly progress reports to DSS detailing the progress and problems associated with the Closure, until all affected residents are relocated and all required payments to, or on behalf of, affected residents are made.

**DESCRIPTION OF METHOD FOR EVALUATING RESIDENTS' CARE NEEDS**

The Community will evaluate your care needs by assessing your functional capabilities, physical status, mental condition, and social factors. For details regarding this assessment, please refer to the attached resident assessment tool.

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## RESIDENCE RESALE TIMES

The following are the average and longest amounts of time that Provider has taken to resell units within the last five (5) calendar years:

Average Resale Time: \_\_\_ months\*

Longest Resale Time: \_\_\_ months

\* [Alternative #1: This includes residences that have been vacated during the 5-year period but remain unsold at the end of that period. The resale time for these units is calculated from the time that the residence was vacated until the end of the 5-year period.]

\* [Alternative #2: This excludes residences that have been vacated during the 5-year period but remain unsold at the end of that period.]

## **APPENDIX C**

### **KENDAL AT VENTURA**

#### **WISDOM CIRCLE BENEFITS – 85% REPAYABLE ENTRANCE FEE PLAN**

The following are discounts and benefits to be granted to Wisdom Circle Members at Enso Verde in Simi Valley, California to the extent this Deposit Agreement remains in full force and effect without interruption until you enter into a Residence and Services Agreement:

- (i) You will receive a discount equal to 5% off of standard pricing (a discount of \$\_\_\_\_\_). Such pricing discount is reflected in the Entrance Fee referenced in Section 2.a. of the Deposit Agreement.
- (ii) Your Entrance Fee will be 85% repayable rather than the standard 75% repayable Entrance Fee. This repayment will be made on the Entrance Fee referenced in Section 2.a. of the Deposit Agreement or any future Entrance Fee that applies to your residence at Enso Verde.
- (iii) Your monthly fee shall not increase for a period of at least one year following the Residence Availability Date.
- (iv) Upon initial occupancy, if you occupy the residence with a second person, the Second Person Entrance Fee of \$35,000 will be waived.
- (v) Any fees or deposits associated with parking one vehicle under-building will be waived into perpetuity. There may be a deposit and/or fee associated with the parking of a second vehicle and available parking may be limited.
- (vi) Should you require a move to a higher level of care (Assisted Living and/or Memory Support) you will receive a 15% discount on standard fees for those who are not yet members of Enso Verde requesting direct admission to a higher level of care.
- (vii) Once approved for residency, your reservation at Enso Verde is guaranteed regardless of changes in health between the date of the Reservation Agreement and the date of Occupancy, as long as the appropriate level of care is available and you agree to reside there. Occupancy is not guaranteed should you no longer meet the financial qualifications required by the Community.
- (viii) You will have the opportunity to personalize your Residence. You shall be responsible for the cost of any personalization or other changes that exceed the base finish offered by Enso Verde.
- (ix) Professional move-in support will be provided you through a firm called “Moving Station.” Moving Station is a professional relocation firm that specializes in assisting people into Life Plan Communities across the country. They are able to advise you as to helpful resources and offer guidance along your transition from your current home to your new home at Enso Verde.
- (x) Complimentary receptions and gatherings – In order to have the chance to get to know your future neighbors, begin to live the life with activities and connections that will

ultimately come into being at Enso Verde and educate you as to your transition from your current home to your new home at Enso Verde, there will be numerous receptions and gatherings, in-person and virtually.

All of the Wisdom Circle Benefits described above will be extended on terms consistent with the Residence and Services Agreement, a draft of which has been provided to you. In addition, the above benefits will expire if you have not moved in within 60 days of the Residence Availability Date.

Notes:

- Defined terms used above are based on definitions included in the Residence and Services Agreement.
- Wisdom Circle Member's Residence and Services Agreements will reflect the above discounts and benefits.